

46

MORTGAGE

5353

BOOK 144

(No. 52K)

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This Indenture, Made this 6th day of June, 1966 between

Edward M. Bowman and Mabel Bowman, husband and wife

of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and Kaw Valley State Bank, Eudora, Kansas party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Two thousand eight hundred and no/100 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said party of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northeast corner of the Northwest Quarter of Section Eleven (11), Township Fourteen (14), Range Nineteen (19), thence South 210 feet, thence West 210 feet, thence North 210 feet, thence East 210 feet to the place of beginning, less that part thereof taken for highway purposes in Condemnation Proceedings No. 21016 in the District Court of Douglas County, Kansas together with an easement for the use of the water system and the water from the cistern on the following described tracts: Beginning at the Southeast corner of the Southwest Quarter of Section 2, thence West on the Section line 119.5 feet, thence North Parallel to the East line of said Quarter Section 316.8 feet, thence East parallel to the South line of said Quarter Section 395.5 feet, thence South 181.8 feet, thence East 17 feet to the Quarter Section line, thence South on the Quarter Section line 135 feet to the point of beginning, also, Beginning at the Southwest corner of the Southeast Quarter of Section 2, thence North 135 feet, thence East 64.7 feet to the center of the public road, thence Southwesterly along the center of the said road 119.7 feet to the point of beginning, all in Township 14, Range 19, in Douglas County, Kansas, as set out in deed recorded in Book 179, Page 495, of the Register of Deeds Office of Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said party of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this Indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of said interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Two thousand eight hundred & no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 6th day of June, 1966, and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the first party.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the party of the first part have hereunto set their hands and seals the day and year last above written.

Edward M. Bowman (SEAL)
Edward M. Bowman (SEAL)
Mabel Bowman (SEAL)
Mabel Bowman (SEAL)