5425 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawren BOOK 111 This Indenture, Made this 18th day of June , 19.66 between Carl O. and Dorothy M. Kirk, husband and wife of Lawrence , in the County of Douglas and State of Kansas parties of the first part, and ... The Lawrence National Bank, Lawrence, Kansas..... part y of the second part. Witnesseth, that the said partiles ... of the first part, in consideration of the sum of Twelve\_Thousand and no/100 - - - - - - - - - - - - - - - - - DOLLARS duly paid, the receipt of which is hereby acknowledged, have .... sold, and by this indenture do .... GRANT, BARGAIN, SELL and MORTGAGE to the said part y.... of the second part, the following described real estate situated and being in the County of Douglas and State of A tract beginning hild.85 feet East of the Northwest corner of the Southwest Quarter of the Northwest Quarter of Section Thirty-Six (36), Township Thirteen (13) South, Hange Nineteen (19) East of the 6th Principal Meridian, thence South 360 feet; thence East to the East line of the Southwest Quarter of the Northwest Quarter of said Section; thence North 360 feet more or less to the Northeast corner of the Southwest Quarter of the Northwest Quarter of said Section; thence West on the North line of the Southwest Quarter of the Northwest Quarter of said section to the point of Including the rents, issues and profits thereof provided however that the Mortgagors shape entitled to collect and retain the rents, issues and profits until default hereunder with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said part 105 of the first part do ..... hereby covenant and agree that at the delivery hereof they are the lewful owner of the premises above granted, and seized of a good and indefessible estate of inheritance therein, free and clear of all incumbrances, no exceptions 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 part 185. 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 part Y. of the second part, the loss, if any, made payable to the part Y. of the second part, the loss, if any, made payable to the part Y. of the second part to the extent of interest. And in the event that said part  $1 \in S$  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 part Y. 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 been 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 Twelve Thousand and no/100 - - - according to the terms of OTIC certain written obligation for the payment of said sum of money, executed on the day of 19 , and by 1ts terms made payable to the part. Y 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 part. $\underline{i}_{\Theta}S$ ..... 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 laurance 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 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 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 part V... of the second part its agents or assigns 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 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 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 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 sell the premises hereby granted or principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part. Y .... making such sale, on demand, to the first pert. 188... 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 parties of the first part have hereunto set their last above written.