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Reg. No. 1,508
Fee Paid \$52.50

MORTGAGE

6274 BOOK 144

(No. 52K)

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This Indenture, Made this 12th day of September, 1966 between
George T. Faler and Martha Faler, husband and wife

of Lawrence, in the County of Douglas and State of Kansas
parties of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas
party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
Twenty one thousand 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:

The South 248 feet of the following described tract: Beginning at a point 41 rods and 10 1/2 feet south of the Northeast corner of the Northwest quarter (NW 1/4) of Section Nineteen (19), Township twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian; thence West 8 rods; thence North 50 feet; thence West to the right-of-way of the Union Pacific Railroad; thence Southwesterly along the East line of said right-of-way to a point 509.5 feet West and 317.5 feet North of the Southeast corner of the Northeast Quarter (NE 1/4) of the Northwest quarter (NW 1/4) of said Section Nineteen (19); thence East to the East line of said Northeast Quarter (NE 1/4) of the Northwest quarter (NW 1/4); thence North to the point of beginning, less highway and the following two tracts: (1) the South 132 feet of the East 140 feet of the tract next above described, which was conveyed by Bill Snively and Helen Snively, husband and wife, to Ray Whitebread by warranty deed dated July 31, 1959 and recorded August 5, 1959, in Book 207, page 224, in the office of Register of Deeds of Douglas County, Kansas; (2) commencing at the Southwest corner of the tract last above described, thence West 209 feet; thence North 45 feet; thence East 209 feet; thence South 45 feet to the point of beginning, which tract was conveyed by Bill Snively and Helen Snively, husband and wife, to Sam W. Dougan by warranty deed dated May 6, 1960, and recorded May 7, 1960, in Book 211, page 34, in the Office of Register of Deeds of Douglas County, Kansas, also,

Lots Nos. thirteen (13) and fourteen (14) in Addition No. One (1) in that part of the City of Lawrence formerly known as North Lawrence, also beginning at the Southeast corner of Lot No. fifteen (15) in Addition No. one (1) in that part of the city of Lawrence, known as North Lawrence, thence North along the East line of said Lot 15, 132.34 feet, to the Northeast corner of said Lot, thence West along the North line of said Lot 14 feet to the East line of the drainage ditch crossing the said lot, thence in a southwesterly direction along the East line of the drainage ditch 184 feet to a point on the South line of said lot 15, 175 feet West of the southeast corner thereof, thence 175 feet east along the South line of said lot to the place of beginning, less that portion thereof taken for highway purposes and described in the deed recorded in Book 137, Page 147, ~~County Kansas~~ ~~County Kansas~~, and also less that portion thereof described in the Deed recorded in Book 159, Page 301, all in 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises hereinafter described 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 parties 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 become 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 100% interest. And in the event that said parties 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
Twenty one thousand and no/100 - - - - - DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 12th day of September 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 parties 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