

## MORTGAGE

BOOK 144 6412 (No. 5213)

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This Indenture, Made this 18th day of June, 1966, between  
Carl O. Kirk 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,

party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of  
Twelve 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:

A tract beginning 414.85 feet East of the Northwest corner of the  
Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section  
Thirty-six (36), Township Thirteen (13) South, Range Nineteen (19)  
East of the Sixth Principal Meridian, thence South 360 feet; thence  
East to the East line of the Southwest Quarter (SW $\frac{1}{4}$ ) of the North-  
west Quarter (NW $\frac{1}{4}$ ) of said Section; thence North 360 feet more or  
less to the Northeast corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of the  
Northwest Quarter (NW $\frac{1}{4}$ ) of said Section; thence West on the North  
line of the Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ )  
of said Section to the point of beginning. Containing seven (7)  
acres more or less.

An Easement for the purpose of ingress and egress over and across  
the following described tract: Beginning at a point 210 feet  
South of the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$ ) of  
the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Thirty-six (36), Township  
Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal  
Meridian, thence East 414.85, thence South 40 feet; thence West  
to the West line of said Southwest Quarter (SW $\frac{1}{4}$ ) of the Northwest  
Quarter (NW $\frac{1}{4}$ ) of said Section Thirty-six (36); thence North 40  
feet to the point of beginning, in Douglas County, Kansas.

Including the rents, issues and profits thereof provided however that  
the Mortgagors shall be entitled to collect and retain the rents,  
issues and profits until default hereunder.

That a first mortgage between these parties was recorded as  
Registration No. 1,335 in Book 144 of Mortgages at Pages 76-77  
on June 24, 1966, and the Registration fee of \$30.00 was paid.  
That said mortgage erroneously omitted an Easement for a roadway.  
That this mortgage secures no loan in addition to the amount of said  
first mortgage and is for the purpose of correcting said first  
mortgage.

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 owner S  
of the premises above granted, and seized of a good and indefeasible 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 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 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 its  
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 Twelve Thousand and no/100-----  
DOLLARS,

according to the terms of QDR certain written obligation for the payment of said sum of money, executed on the 18th  
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