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MORTGAGE BOOK 145 6614 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kana This Indenture, Made this _____ 21stday of October , 19 66 between Lloyd J Bourque, or Beverly J. Bourque, 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 part y.... of the second part. Witnesseth, that the said part ies of the first part, in consideration of the sum of Ten thousand and no/100 - - - - - - - - - - - - - DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve 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 Kansas, to-wit: The South One-half (1/2) of the South One half (1/2) of the East One-half (1/2) of the Northeast Quarter of the Northeast Quarter of Section Thirty-five, Township Twelve (12) South, Range Eighteen (18) East. with the appurtenances and all the estate, title and interest of the said part iesof the first part therein. And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are lawful owner S 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 ell periles 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 taxes keep the buildings upon said real estate insured against said real estate when the same becomes due and payable, and that they will directed by the part of the second part to the second part to the extent of the second part of the industredness, secured by this indenture, and shall be and the amount until fully repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of according to the terms of One certain written obligation for the payment of said sum of money, executed on the 21.st day of October 19 66, and by its 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 part Y of the second part to psy for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1.05. of the first part shall fail to pay the same as provided in this indenture. That and part we of bit the first part that 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 real estate are not paid when this 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 wast is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligatione provided for in said written obligation, for the security of which this indentures 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. Y.... of the second part to have a receiver appointed to collect the rents and benefits accruing therefrom; and sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there shall be paid by the part y making such sale, on demand, to the first parties 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 eccruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto. x Lloyd J. Bourguet (SEAL) (SEAL) X Becerly J. Bacarge (SEAL) Beverly J. Bourque (SEAL)