6666 (Ne. 52K) The Outlook Frinters, Publisher of Legal Blanks, Lawrence, Kansas BOOK 145 This Indenture, Made this twenty-seventh day of October , 19.66 between Hird Incorporated

of Lawrence , in the County of Dougals and State of Kansas

Lawrence. Kansas. part. y. of the second part. Witnesseth, that the said part. Y of the first part, in consideration of the sum of Thirteen Thousand and no/100----

-- DOLLARS to ______ it _____ duly paid, the receipt of which is hereby acknowledged, ha.s...sold, and by this indenture does., 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:

Lot Seven (7), in Block Two (2), in Edgewood Park

Addition Number Three, an Addition to the City of

Lawrence, as shown on the recorded plat thereof.

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

with the appurtenances and all the estate, title and interest of the said part y... of the first part therein. And the said part.Y........ of the first part do .C.S. hereby covenant and agree that at the delivery hereof it is the lawful owner of the premises above granted, and seized of a good and indefeesible estate of inheritance therein, free and clear of all incumbrances,

no exceptions

If is agreed between the parties hereto that the part Y of the first part shall at all times during the life of this indenture, pay all taxes

THIS GRANT is intended as a mortgage to secure the payment of the sum of ______ --- DOLLARS

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 27.th

day of October 19.66, and by 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 pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that idid part 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 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 indenturé is given, shall immediately meture and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part <u>Y</u> of the second part <u>its</u> agents or assigns to take possession of the said premises and all the improve-ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom such all sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such asle 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,

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 Wines Weered, the part y ______ of the first part has caused this mortgage to be signed on its behalf ______ has been witten by dis President and its corporate seal hereunto affixed on the day and year last above written. _______ Hird Incorporated ______ (STAIN Hird Incorporated (SEAL) by Caul Act (SEAL) (SEAL)

Carl Hird, Jr., Presiden(SEAL)

Atrest Harmel Rogers, Secretary

Marvin W. Rogers, Secretary