

Reg. No. 1,793 Fee Paid \$7.50 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas (No. 52K) BOOK 145 7775 This Indenture, Made this 2. n.d. day of March , 19 67 between Donald G. Baxter and Norma R. Baxter, husband and wife of Lawrence, in the County of Douglas and State of Kansas pardes of the first part, and Junius C. Underwood part **y** ..... of the second part. Witnesseth, that the said part 1es. of the first part, in consideration of the sum of Three Thousand and No/100 ..... DOLLARS 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: Beginning at the Northeast corner of the Southwest Quarter (SW1) Section 18, Township 12, Range 20, thence South on the East line of said Southwest Quarter 100 feet more or less; thence West parallel to'the North line of said Southwest Quarter to the Easterly right-of-way of the Union Pacific Railroad; thence Northerly along said right-of-way 100 feet more or less to the North line of said Southwest Quarter; thence East on the Quarter section line 302.5 feet more or less to the point of beginning all in Douglas County Kansas beginning, all in Douglas County, Kansas This mortgage is subject to a first mortgage dated March 2, 1967 given by Donald G. Baxter and Norms R. Baxter to Douglas County State Bank, Lawrence, Kansas in the sum of \$15,000.00 recorded March 2, 1967, receiving number 7773, Registration Number 1792. with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein. And the said part 188 of the first part do ...... hereby covenant and agree that at the delivery hereof they are 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, except as shown above 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 10.5 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  $\mathbf{y}$  of the second part, the loss, if any, made payable to the payable to the second part of the extent of  $\mathbf{NIS}$  interest. And in the event that said part 185 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  $\mathbf{y}$  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 bear interest at the sate 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 Three Thousand and -----according to the terms of ODO certain written obligation for the payment of said sum of money, executed on the day of March 1067, and by 1ts terms made payable to the part y of the second part, with all interest accruing thereon according to the terms of solid obligation and also to secure any sum or sums of money advanced by the said part. J........ of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided; in the event that sold part. 188... 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 indentore 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 thereof, 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 retain the amount then unpaid of 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 part 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 ha Ve hereunto set their hand S and seal S the day and year Cicual of Barty Donald G. Barter (SEAL) (SEAL) Norma R. Baxter (SEAL) (SEAL) N