. 50. * MORTGAGE (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawren BOOK 146 8604 This Indenture, Made this 10th day of May , 1967, between William L. Lemesany and Jean C. Lemesany, his wife 1. N. CI of Lawrence , in the County of Douglas and State of Kansas part 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 to them duly paid, the receipt of which is hereby acknowledged, ha 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: Lot Five (5) in Holiday Hills Number Six, an Addition to the City of Lawrence, as shown by the recorded plat thereof 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 arethe lawful owners the premises above granted, and seized of a good and indetgasible estate of inheritance therein; free and clear of all incumbrances, and that they will warrant and defend the same against all parties making lawful cla It is agreed between the parties hereto they the part 105 of the first part shall at all times during the life of this indenture, and assessments that may be levied or assessed equinit said real estate when the same bacomes due and payable, and that $\frac{1}{1000} \text{ will}$ keep the buildings upon said real estate insured equinit size and ternedo in such sum and by such insurance company as shall be appectived 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 115 interest. And in the event that said part 285 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 Y of the second part may pay said taxes and taxes and the amount of the amount of the amount of the second part of the indebtedness, second 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 pay to mue and the according to the terms of ORC¹ certain written obligation for the payment of said sum of money, executed on the 10th May 1967 and by its terms made payable to the party of the second rest according to the terms of said obligation and also to secure any sum or sums of money advanced by the day of Ma part, with all interest 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 said part 1.05 ... of the first part shall fail to pay the same as provided in this indenture. that and part 4.0.5 of the first part that has to pay the same as provided in this indentities. And this conveyance shall be void if such payments be made as herein specified, and the obligation contained the II default be made in such payments or any part thereof or affy obligation contained thereby; or interest thereon, or if sh resiste sce not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if real estate are not kept in as good repair as they are now, or if waits is committed on said premises, then this conveyance and the whole sum remaining unpaid, and all set the obligations provided for in said written obligation, for the security of is given, shall immediately mature and become due and payable, at the option of the holder hereof, without notice, and the said part V of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and tell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such asia retain the amount then unpaid of principal and interest; together with the costs and charges incident thereto, and the overplus, if any there is the second part of the second part interest. shell be paid by the part y making such sale, on demand, to the first pert 125. In a agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all refis accruing therefrom, shell extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, igns and successors of the respective parties hereto. In Winner Whereof, the part IES of the first part have hereunto set "their the day and year Xalanci (SEAL) (SEAL) Jean C. Lemesany (SEAL) (SEAL) KANSAS STATE OF Min raisased written the original DOUGLAS -COUNTY, BE IT REMEMBERED, That on this 12th 16 th entered rtdade bruary to me personally known to be the same person $\tilde{S}_{\rm constraint}$ who executed the foregoing instrument and duly acknowledged the execution of the same. on Dee IN WITNESS WHEREOF, I have harounto subscribed my name, and affixed my official seal on the day and year last above written. usion Expires June 17 My Com Warren Rhodes Notary Public Janue Beam Register of Deeds

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The First National Bank of Lawrence

Lawrence, Kansas H.D. Flanders, Vice President & Cashier

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