MORTGAGE BOOK 147 9142 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this 26th day of June, 1967 between Charles C. Hemphill and Maxime Hemphill, his wife This Indenture, Made this of Lawrence , in the County of Douglas and State of ... Kans as ... part iesof 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 DOLLARS them to duly paid, the receipt of which is hereby acknowledged, have 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: Lot 148 on Louisiana Street, in the City of Lawrence. with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said pariles of the first part do hereby covenant and agree that at the delivery hereof they arethe lawful on of the premises above granted, and selzed 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 all parties making lawful claim the rties hereto that, the perties 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 fire and tornado in such sum and by such insurance company as shall be specified and directed by the part Y. of the second part, the loss, if any, made payable to the part Y. of the second part to the extent of ItS interest. And in the event that said partIeS. 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 insurance, or either, and the amount so paid stall 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 seure the payment of the sum of Nineteen thousand and no/100 - - - - - - -DOLLARS. according to the terms of ONC certain written obligation for the payment of said sum of money, executed on the ... that said part i.e.s. of the first part shall fail to pay the same as provided in this indentur And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. f 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 rester 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 aaid real estate are not kept in as good repair as they are now, or if watte is committed on said premises; then this conveyance shall become absolute ing the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, the text estate are a 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 take possession of the said premises and all the im ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; a sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all manays arising from such a retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any the shall be paid by the part ies 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 con benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal assigns and successors of the respective parties hereto. In Witness Whereof, the part LCS of the dirst part he VC hereunto set their hand S and seal S. the Charles & Afemphill (SEAL) Charles C. Hemphill (SEAL) (SEAL) Maxine Hemphill Hem pheel (SEAL) (SEAL) liss STATE OF KANSAS DOUGLAS COUNTY, 26 the boy of JURE A. D. 1967 BE IT REMEMBERED, That on this before me, a Notary Public In the aforesaid County and State, came Charles C. Hemphill and Maxine Hemphill, his wife to me personally known to be the same person $\underline{s}_{\rm em}$ who executed the foregoing instrum acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscrib year last above written. id affixed my official seal on th Warran Rhofes Notary Public June 17 1969 Vanie Beem Register of Deeds Recorded June 26, 1967 at 4:35 P.M.