

MORTGAGE

BOOK 147 10438

(No. 52K)

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This Indenture, Made this 22nd day of August, 1967 between
Richard D. Boice and Margaret M. Boice, his wife,of Lawrence, in the County of Douglas and State of Kansas
part ies of the first part, and Jack C. Roney and Beatrice S. Roney, his wife,part ies of the second part.Witnesseth, that the said part ies of the first part, in consideration of the sum of
Sixteen Thousand Dollars (\$16,000.00) DOLLARS
to them 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 ies 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 a point on the section line 627.0 feet West of the
Southeast corner of the Southeast Quarter of the Southwest Quarter
of Section 28, Township 12 South, Range 19 East; thence North paral-
lel with the East line of said Quarter Section, 70 rods; thence
West parallel with the South line of said Quarter Section 706.45'
or to the West line of said Southeast Quarter of the Southwest
Quarter; thence South on said West line of S. E. 1/4 of S. W. 1/4
70 rods to the section line; thence East on the Section line 704.65'
or to the point of beginning, containing 18.71 acres more or less.
All in Douglas County, Kansas.with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they the lawful owners
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except
a first mortgage to Douglas County State Bank, Lawrence, Kansas,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 ies 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 become 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 ies of the second part, the loss, if any, made payable to the part ies of the second part to the extent of their
interest. And in the event that said part ies 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 ies 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 rate of 10% from the date of payment
until fully repaid.

Second

THIS GRANT is intended as a mortgage to secure the payment of the sum of Sixteen Thousand Dollars
(\$16,000.00) DOLLARS.according to the terms of a certain written obligation for the payment of said sum of money, executed on the
day of August 19 67 and by the terms made payable to the part ies 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 ies 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 ies 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 indenture
is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful forthe said part ies of the second part 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; 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 ies making such sale, on demand, to the first part ies.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 part ies of the first part have hereunto set their hand and seal S the day and year

Richard D. Boice (SEAL)

Margaret M. Boice (SEAL)

(SEAL)

(SEAL)

For Partial Release of Mortgage see Book 147 - Page 270
For Partial Release of Mortgage see Book 147, Page 479