

## MORTGAGE

10830 BOOK 148

(No. 52K)

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This Indenture, Made this 6th day of October, 19.67 between  
Dwight Perry and Barbara Joan Perry, his wife

of Lawrence, in the County of Douglas and State of Kansas  
parties of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas  
party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of  
Seventeen thousand five hundred and no/100 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 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 Twenty three (23) in Holiday Hills Number Six (6)  
An Addition to 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 parties of the first part do hereby covenant and agree that at the delivery hereof they are 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.

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 parties 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 party of the second part, the loss, if any, made payable to the party 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 party 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.

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

Seventeen thousand five hundred and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 6th  
day of October 19.67, and by its terms made payable to the party of the second  
part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum of money advanced by the  
said party 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 parties 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 for  
the said party 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 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 surplus, if any there be,  
shall be paid by the party of the second part 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 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 have hereunto set their hands and seals the day and year  
last above written.

X *Dwight Perry* (SEAL)  
Dwight Perry (SEAL)  
X *Barbara Joan Perry* (SEAL)  
Barbara Joan Perry (SEAL)

STATE OF KANSAS  
DOUGLAS COUNTY, SS.



BE IT REMEMBERED, That on this 9th day of October A. D. 19.67  
before me, a Notary Public in the aforesaid County and State,  
came Dwight Perry and Barbara Joan Perry, his wife

to me personally known to be the same persons who executed the foregoing instrument and duly  
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and  
year last above written.

*Warren Rhodes*  
My Commission Expires June 17 1969

Warren Rhodes Notary Public

Recorded October 10, 1967 at 9:32 A.M. RELEASE *Janice Beem* Register of Deeds

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the  
debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage  
of record. Dated this 29th day of May 1968 The First National Bank of Lawrence, Lawrence,  
Kansas Warren Rhodes, President Mortgagee. Owner. (Corp. Seal)

This release  
was written  
on the original  
mortgage entered  
this 31 day  
of May  
1968

*Janice Beem*  
Reg. of Deeds  
Secretary