MORTGAGE BOOK 148 10888 (No. 5210) The Gutheck Printers, Publisher of Legal Blanks, Lawre Tthe This Indenture, Made this October , 19.67. between .day of Ronald F. Perdue and Betty L. Perdue husband and wife Baldwin , in the County of Douglas and State of Kansas Witnesseth, that the said parties ... of the first part, in consideration of the sum of Nine Thousand Six Hundred and no/100-------DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: The West Half of the South West Quarter of the South West Quarter of Section Number Eighteen (18), in Township Number Fourteen (14) South, of Range Number Twenty-one (21) East of the 6th P. M. in Douglas County, Kansas. Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder. 1 with the appurtenances and all the estate, title and interest of the said part ies 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 selzed of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, EXCEPt a previous real estate mortgage to The Lawrence National Bank for \$9,000.00 dated Feb. 8, 1960, redorded Douglas County Register of Deeds Feb. 11,1966, book #143, page #4 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 ICS 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 y. of the second part, the loss, if any, made payable to the part y. of the second part to the extent of 115 interest. And in the event that said part 108. 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 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 Nine Thousand Six Hundred and no/100----according to the terms of One certain written obligation for the payment of said sum of money, executed on the 724, day of October 19.07, and by it's terms made payable to the part y. 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 of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the e 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 mede as herein specified, and the obligation contained the If default be made in such payments or any past thereof or any obligation created thereby, or interest therean, or if the state are 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 waste is committed on said premises, then this conveyance and the whole sum remaining unpeid, and all of the obligations provided for in said written obligation, for the security or is given, shall immediately mature and become due and payable at the option of the holder hereot, without notice, and is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall the said part Y. _______ of the second part its agents Or assigns ______ to take possession of the said premises and a ments thereon in the menner provided by law and to have a receiver appointed to collect the rents and benefits accruing ther sell the premises hereby granted, or any part thereof, in the menner prescribed by law, and out of all menney arising fro retain the amount their unpaid of principal and interest, together with the coits and charges incident thereto, and the overplus, it shall be hald by the part Y. ______ making such sale, on demend, to the first part its ... It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation neity accruing thereform, shell extend and inure to, and be obligatory upon the heirs, executors, administrators, signs and successors of the respective parties hereto. Whereof, the part ics of the first part have hereunto set their Ronald 7 Perdue (SEAL) Ronald F. Perdue (SEAL) Betty J. Perdue Perdue (SEAL) (SEAL)

41

de l'