MORTOAGE BOOK 148 11160 (No. 528) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this sixth day of Aldin Thomas Burch and Bettie Lou Burch husband and wife

of \_\_\_\_\_\_ Lawrence \_\_\_\_\_, in the County of \_\_\_\_\_ Douglas and State of ......Kansas 

Lawrence, Kansas part y of the second part. Witnesseth, that the said part ies of the first part, in consideration of the sum of Eight Thousand 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:

Lot 8, in Block 1, in Northwood Addition, an Addition to the City

of Lawrence as shown by the recorded Plat thereof, 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. with the appurtenances and all the estate, title and interest of the said part ..... of the first part therein.

And the said part ies of the first part do ..... hereby covenant and agree that at the delivery hereol 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,

no exceptions

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 105 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 psysible. End that they will as keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified an directed by the part <u>Y</u> of the second part, the loss, if any, made psysible to the part <u>Y</u> of the second part to the extent of <u>its</u> interest. And in the event that said part <u>1</u>CS of the first part shall fail to pay such taxes when the same become due and psysible to the extent of <u>its</u> said premises insured as herein provided, then the part <u>Y</u> of the second part to the extent of <u>its</u> to 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 payme until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eight Thousand and no/100------

according to the terms of One certain written obligation for the payment of said sum of money, executed on the Sixth day of November

day of November 10.67 and by its terms made psychle 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 of sums of money advanced by the

said pert. Y ...... of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the that said part 105 ...... of the first part shell 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 con if default be made in such payments or any part thereof or any obligation created thereby, or interest thereous state are not paid when the same become due and payable, or if the insurance is not kept up, as provided here real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the is given, shall immediately mature and become due and payable at the option of the holder hereof, without n

the said part Y of the second part its agents and assigns to take possession of the said premises and all the improv ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and t sell the premises hereby greated, or any part thereof, in the manner prescribed by law, and out of all moneys resining from such sale a retain the emount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there b all 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 refits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, gas and successors of the respective parties hereto.

last above wri	Whereef, the part liten,	of the first part have	hereunto set their hands and seals the day and Aldin har Andre Promas Burch (S	
			Betta Less Burch (S)	EAL) EAL)
STATE OF	Kansas Douglas			
		BE IT REMEMBERED, That on	this sixth day of November A. D., 19	67

Aldin Thomas Burch and Bettle Lou Burch husband and wife me personally known to be the same person  $S_{\rm constraint}$  who executed the foregoing instrument and duly nowledged the execution of the same. HEREOF, I have her nto subscribed my name, and affixed my official seal on the day and 7-31 1070 Juneth Schmin Kenneth Reimer Notary Public

Gamile Beam

Register of Deeds

Recorded November 6, 1967 at 3:25 P.M.