

MORTGAGE 11830 BOOK 149 (No. 52K) The Outlook Pristers: Publisher of Logst Blanks, Lawrence, Kansas This Indenture, Made this 15th day of January 1968 between Lloyd Housworth & Marjorie Housworth, his wife

of Lawrence R#3 , in the County of Douglas and State of Kansas. part les of the first part, and The Lawrence National Bank, Lawrence, Kansas.

part y of the second part. Witnesseth, that the said part 105 of the first part, in consideration of the sum of

SEVEN THOUSALD & no/100 * * * * * * * * * BOLLARS 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:

> The North Five (5) Acres of the Southwest Quarter of the Southeast Quarter of Section Eighteen (18), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian.

ENT ASSIGNMENT:

Including all 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 parties of the first part therein.

and that they will warrant and defend the same against all parties making lawful claim thereto.

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 1.53 interest. And in the event that said partles of the first part shall fail to pay such taxes when the same become due and payable to the extent of 1.53 interest. And in the event that said partles of the first part shall fail to pay such taxes when the same become due and payable to the extent of 1.53 is or paid shall become a part of the indebtedness, secured by this indenture, and shall be and insurance, or either, and the amount so paid shall be and to the indebtedness, secured by this indenture, and shall be an 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 SEVEN THOUSAND & no/100 # # # # DOLLARS.

according to the terms of 3 certain written obligation for the payment of said sum of money, executed on the 15th day of January 1968, and by 11ts terms made payable to the part y of the second part, with all interest according thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said part y 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 205...... 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 insufance 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 part Y = of the second part 1tS agents or assignts to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointing 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 safe to retain the amount then unpaid of principal and interest, tagether with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part T making such sale, on demand, to the first part 1CS.

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.

as Whereof, the part 185 of the first part haVe day and year Jouswath (SEAL) (SEAL) Le Housworth Cusul OrthisEAL)

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