12356 BOOK 149 rs. Pub This Indenture, Made this ______ day of _____ March _____, 19 68 between TOWN CENTER, INC. Remained of ______ Lawrence _____, in the County of Douglas ______ and State of Kansas ______ part y of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas part y of the second part. Witnesseth, that the said part Y of the first part, in consideration of the sum of to _____it____duly paid, the receipt of which is hereby acknowledged, has _____sold, and by this indenture does ... GRANT, BARGAIN, SELL and MORTGAGE to the said part yars of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lot Seventeen (17), in Block Fourteen (14), in Indian Hills No. 2 and Replat of Block Four (4) Indian Hills, an Addition to the City of Lawrence, as shown by the recorded plat thereof. with the appurtenances and all the estate, title and interest of the said part y of the first part therein. And the said part y of the first part dogs hereby covenant and agree that at the delivery hereof it is the lawful ow of the premises above granted, and saized of a good and indefeasible estate of inheritance therein, free and clear of all incumbri and that $1t^{\circ}$ will warrant and defend the same equinst all parties making lawful d assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that 1t will is the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified as the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified as test. And in the event that said part, the loss, if any, made payable to the part y of the second part to the extent of 11.5. The premises insured as herein provided, then the part, y of the second part takes when the same become due and payable or to ke bail shall become a part of the indebtedness, secured by this indenture, and shall beer interest at the rate of 10% from the date of payment fully repaid. March 19.68, and by its terms made payable to the part y of the second th 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. X. 9.5. 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 V of the first part shall fall 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 it default be, made in such payments or any part thereof or any obligation created thereby, or interest thereon, or real estate are not paid, when the same become due and payable, or if the insurance is not kept up, as provided herein, or real estate are not kept is as good repair as they are now, or if waste is committed on said premises, then this conve-and, the Whole sum remaining unpaid, and ell of the obligations previded for in said written obligation, for the secure is green, shall immediately mature and become due and payable at the option of the holder hereof, without notice. i said part Y, T of the second part to take , its therece in the manner provided by law and to have a receiver appointed to collect I the premises thereby granted, or any part thereof, in the manner prescribed by law ain the amount then unpaid of principal and interest, together with the costs and charges If be paid by the part y making such sale, on demand, to the first part y agreed by the parties hereto that the terms and provisions of this indenture and each and ave accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, and successors of the respective parties hereto. Misthe part y. w. of the first pert he S. OWN CENTER, (SEAL) selle 公室 President (SEAL) ell W. Jones (SEAL) 500 (SEAL) STATE OF . KANSAS DOUGLAS COUNTY SS BE IT REMEMBERED, That on this 4th day of March 19 68 before me, the undersigned, a Notary Public in and for the County and State aforesaid. , president of TOWN CENTER, INC. came Russell W. Jones , a corporation duly organized, incorporated and existing under and by virtue of the laws of _____ Kansas Secretary of an experimental who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of Seal correction said correction Seal the play and seal last above written. Seal the play and seal last above written. Notary Public, Term expires Door 29 Notary Public, Term expires Day 29 1971 mice Bees