13179 MORTGAGE BOOK 150 This Indenture, Made this twenty-first May day of , 19.68 between Maurice R. Carlson and Edna A. Carlson husband and wife and State of Kansas of Lawrence , in the County of Douglas

part lesof the first part, and The Lawrence National Bank Lawrence, Kansas part Y of the second part.

1

Witnesseth, that the said part ies of the first part, in consideration of the sum of Twenty Thousand 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 part Y._____ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

> A tract of land in the Southwest Quarter of Section 34, Township 12 South, Range 19 East of the Sixth Principal Meridian, described as follows: Beginning at the Northwest corner of Lot 27 in Western as follows: Beginning at the NorthWest corner of Lot 27 in Mestern Hills Suburban Rancheros, a Subdivision in Douglas County, Kansas; thence West along the South line of 13th Street extended, 242 feet; thence South parallel with the West line of said Lot 27, 180 feet; thence East parallel with the South line of 13th Street extended, 242 feet; thence North along the West line of said Lot 27, 180 feet to the point of beginning; 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 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, 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 shell at all times during the life of this indenture, pay all taxes

DOLLARS.

(SEAL) (SEAL)

(SEAL)

nd assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will are the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and inected by the part X. of the second part, the loss, if any made payable to the part Y. of the second part to the extent of 115 therest. And in the event that said part 165 of the first part shall fail to pay such taxes when the same become due and payable to the part Y. of the second part to the extent of 115 inductions insured as herein provided, then the part y. of the second part may pay said taxes and insurance, or either, and the amount a paid 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 still fully repaid.

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

according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the twenty-first day of $\frac{May}{19}$, and by its terms made payable to the part X of the second part, with all loterest accruing 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 105. of the first part shall fall to pay the same as provided in this Indenture.

that said part 45.8. 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 contained thatein fully disch if default be made in such payments or any part thereof or any obligation contained that the taxes on an estate are not kept on at the taxes on an interest there are not kept on at the back and the and payable, or if the insurance is not kept up, as provided herein, or if the buildings on the area on the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on the insurance is not kept up, as provided herein, or if the buildings on the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on the whole sum remaining unpeid, and all of the obligations provided for in said written obligations of the same become due and payable at the option of the holder hereof, without notice, and it shall be lawf is given, shall immediately mature and bacome due and payable at the option of the holder hereof, without notice, and it shall be lawf the said part Y. of the second part its agents Or assigns to take possession of the said premises and all the imments thereon in the manner provided by law and to have a receiver appointed to collect the rents and bacefins accruing therefrom, an sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all manays arising from such a retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplue, if any the same taken the provided of principal and interest, together with the provided by and the provided of principal and interest, together with the provided by the same of the provided of principal and interest, together with the provided by the same backet thereto.

shall be paid by the part Y making such sale, on demand, to the first parties

It is agreed by the partial hareto that the terms and provisions of this indenture and each and every obligation therein contained, and all nefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, signs and successors of the respective parties hereto.

In Witness Whereof, the period es of the first part ha Ve hereunto ast their hand S and seal S Carlson (SEAL)

After mainice R.

Edna A.