33

13398 (No. 52K) BOOK 150 MORTGAGE The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansan This Indenture, Made this Sixteenth day of February , 1968 between

Albert E. Hunzicker and Oliveward Hunzicker Husband and wife

of Lawrence , in the County of Douglas * and State of Kansas parties of the first part, and The Lawrence Mational Bank

Lawrence, Kansas part y of the second part. Witnesseth, that the said part 198 of the first part, in consideration of the sum of

Four thousand, two hundred 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 3 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lots Fifty-eight (58) and Sixty (60), in Block Twelve (12), in that part of the City of Lawrence Known as West Lawrence, 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 ^{1es}of the first part therein. And the said part 188 the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner

of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, no exemptions

and that they will warrant and defend the same against all parties making lawful claim It is agreed between the parties hereto that the part 185 of the first part shall at all times during the life of this inden

and assessments that may be levied or assessed against sold real estate when the same becomes due and payable, and that "They will keep the buildings upon said real estate insured against sold real estate when the part, buildings upon said real estate insured against fire and tornado in such sum and, by such informate company as shall be specified and directed by the part \mathcal{F} of the second part, the loss if any, made payable to the part \mathcal{F} of the second part interest. And in the event that said part \mathcal{F} of the first part shall (all to pay such taxes when the same become due and payable or to keep said permises insured as herein provided, then the part \mathcal{F} of the second part of the indebtedness, secured by this indenture, and shall be 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

Four thousand, two hundred and no/100--------- DOLLARS. according to the terms of ______ certain written obligation for the payment of said sum of money, executed on the Sixteenth

day of February 19 68 and by its terms made payable to the part # 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 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 $\frac{165}{100}$ 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 it If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein; er li real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyant and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and

the seld part Y of the second part its agents or assigns to take possession of the seld pre ments thereon in the menner provided by law and to have a receiver appointed to collect the rents and benefits a namer provided by law and to neve a receiver two by granted, or any part thereof, in the manner to unpaid of principal and interest, together with the all be paid by the part X making such sale, on demand, to the first part 168

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.

- in Witness Whereaf, the part 185 of the first part ha Ve hereunto set their hand 5 and seal 5 the day and year

albert & Hungeher (SEAL) Albert E. Hunzick (SEAL) Oliveward Diveward HunzickesEAL)

duneward Hunricher (SEAL)