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MORTGAGE

BOOK 15114781

(No. 32K)

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This Indenture, Made this 27th day of September, 1968 between  
Continental Construction Co., Inc., a corporation

of Lawrence, in the County of Douglas and State of Kansas  
part Y of the first part, and Lawrence National Bank and Trust Co.  
Lawrence, Kansas part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of  
Sixty Thousand and no/100 DOLLARS  
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 Y of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

TRACT I: Beginning at the Southeast Corner of Lot One (1) in  
Block Four (4), in Meadowbrook, an addition to the City of Lawrence;  
thence West 675.27 feet to the West line of the Southeast Quarter  
of Section Thirty-Five (35), Township Twelve (12) South, Range  
Nineteen (19) East; thence North 504.36 feet to the Northwest Corner  
of said Lot 1, Block 4; thence North 50° 17' 40" East along the  
South line of University Drive 699.82 feet; thence South 39° 42' 20"  
East 199.16 feet; thence South 64° 30' East 235.02 feet to the West  
line of Crestline Drive; thence Southerly along the West line of  
Crestline Drive 728.21 feet to the point of beginning; being a part  
of Lot 1 in Block 4, in Meadowbrook, and a tract in the Southeast  
Quarter of Section 35, Township 12 South, Range 19 East of the Sixth  
Principal Meridian, in the City of Lawrence;

TRACT II: Beginning at the Southwest Corner of Lot One (1), in  
Block Five (5), in Meadowbrook, an addition to the City of Lawrence;  
thence Northerly along the East line of Crestline Drive 516.30 feet;  
thence South 64° 30' East a distance of 6.39 feet; thence on a curve  
to the left having a central angle of 53° 42' 20" and a radius of  
345.65 feet an arc distance of 324.0 feet; thence North 61° 47' 40"  
East a distance of 175.0 feet; thence North 28° 12' 20" West a  
distance of 123.0 feet; thence North 61° 47' 40" East a distance of  
453.0 feet; thence North 190.0 feet; thence North 90° East to the  
East line of said Lot 1, Block 5; thence South to the Southeast  
Corner of said Lot 1, Block 5; thence West 1018.49 feet to the point  
of beginning;

TRACT III: Lots 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24 and  
25, in Block 3, in Meadowbrook, an addition to the City of Lawrence.

The first party corporation in consideration of this instrument hereby agrees that in the  
event of default hereunder the period of redemption shall be reduced to six (6) months.

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 Y of the first part therein.

And the said part Y of the first part does hereby covenant and agree that at the delivery hereof it is 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 exceptions

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

It is agreed between the parties hereto that the part Y 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 become due and payable, and that it 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 its  
interest. And in the event that said part Y of the first part shall fail to pay such taxes when the same become due and payable or to keep  
said premises insured as herein provided, then the part Y of the second part may pay said taxes 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  
Sixty Thousand and no/100 DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 27th  
day of September 1968 and by its terms made payable 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 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 Y 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 insurance 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 its agents or assigns to take possession of the said premises and all the improve-  
ments thereon in the manner provided by law and to have a receiver appointed 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 sale to  
retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,  
shall be paid by the part Y making such sale, on demand, to the first part Y.

For Partial Release of Mortgage see Book 155 Page 148.  
For Partial Release of Mortgage see Book 159 Page 218.