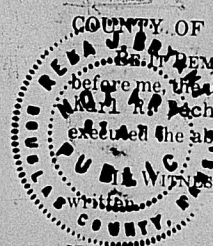


307

STATE OF KANSAS,

COUNTY OF Douglas

S8:



BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Raymond L. Smith and June A. Smith, his wife, who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

My Commission expires Sept. 30, 1972.

Reba J. Bryant  
Reba J. Bryant  
Notary Public.

Recorded December 26, 1968 at 4:06 P. M.

Lennie Beam Register of Deeds

Reg. No. 3,558  
Fee Paid \$6.00

## MORTGAGE

15728

BOOK 152

(No. 52K)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this thirteenth day of December, 1968 between Raymond L. Smith and June A. Smith husband and wife

of Lawrence, in the County of Douglas and State of Kansas

parties 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 Two Thousand Three Hundred Fifty Five 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:

Lots One Hundred Eleven (111) and One Hundred Thirteen (113) in Block Thirty-Four (34), in that part of the City of Lawrence known as West Lawrence.

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 parties 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 ies 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 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 its interest. And in the event that said part ies 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 Two Thousand Three Hundred Fifty Five and no/100-----DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th day of December, 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 ies of the first part shall fail to pay the same as provided in this indenture.