

This Indenture, Made this 4th day of February, 1969 between
Harold C. Drennon and Audra M. Drennon, 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

Witnesseth, that the said part ies of the first part, in consideration of the sum of
Eighteen 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:

Tract beginning at a point on Section line 200 feet south of the Northwest corner of Section Eight (8), Township Thirteen (13) South of Range Twenty (20), East of the Sixth Principal Meridian, thence South on Section line 417 feet, thence East 660 feet, thence North 617 feet to North Section line, thence West 346.6 feet, thence South 200 feet, thence West 313.4 feet to place of beginning, less the following described tract: Beginning at a point 200 feet South of the Northwest corner of Section 8, Township 13 South, Range 20 East, thence East parallel with North line of Section 313.4 feet, thence South 75 feet, thence West 313.4 feet, thence North 75 feet to point of beginning; and less Lots Two (2) and Three (3) in Block One (1) in the Drennon Addition to the City of Lawrence, 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 parties of the first part therein.

And the said parties 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, except a prior mortgage to The Lawrence National Bank dated June 1, 1966 for \$18,000.00

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 party 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 party Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of its interest. And in the event that said party 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 party 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
Eighteen 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 day of February 19 69, and by its terms made payable to the party 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 party 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 parties of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void of such payments be made as herein specified, and the obligation contained herein 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 immediately due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said party of the second part to take possession of the said premises and all the improvements thereon, and to sell the same by public auction or otherwise, and to receive and appoint 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 said party making such sale, on demand, to the first party.

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 Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Harold C. Drennon (SEAL)
Harold C. Drennon

Audra M. Drennon
Audra M. Drennon

STATE OF Kansas }
Douglas COUNTY. } SS



BE IT REMEMBERED, That on this 4th day of February A. D. 1969
before me, a Notary Public in the aforesaid County and State
Harold C. Drennon and Audra M. Drennon

to me personally known to be the same person 5 who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

MY COMMISSION EXPIRES NOV. 22, 1971.

My Conclusion: *Endless*

William A. Lehart