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MORTGAGE BOOK 153 16533 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 21st day of March, 19 69 between Hans L. Petersdn, a single man

of Lawrence in the County of Douglas and State of Kansas
partY of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas,
partY of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of Eighteen thousand and no/100 - - - - - DOLLARS to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said partY of the second part the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot One Hundred Fifty-six (156) on Louisiana Street in the City of Lawrence, with the appurtenances and all the estate, title and interest of the said partY of the first part therein.

And the said partY of the first part do hereby covenant and agree that at the delivery hereof he 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.

and that he will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the partY 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 he will keep the buildings upon said real estate insured against fire and theft by such insurance company as shall be specified and directed by the partY of the second part, the cost of any such insurance to be paid by the partY of the first part. And in the event that the partY 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 of the second part may pay such taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture, and shall be interest at the rate of 10% from the date of payment until fully repaid.

THE 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 by the 21st day of March 19 69 and by its terms to be payable to the partY of the second part, with all interest accruing thereon according to the terms of said obligation and also to cover any sum or sums of money advanced by the said partY of the second part to pay for any back taxes or delinquent taxes with interest thereon as herein provided, in the event that said partY 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 obligations secured herein fully discharged. If default be made in such payments or any part thereof or any obligation secured hereby is not paid when due, or if the taxes on said real estate are not paid when the same become due and payable, or if the buildings on said real estate are not kept in an good repair, or if the partY of the first part shall fail to keep said premises insured as herein provided, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in and under this indenture, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the partY of the second part, 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 in the manner provided by law, and to have a receiver appointed to receive the rent and profits accruing therefrom, and to retain the same until the said obligations are paid, and to sell the said premises and the improvements thereon, and to apply the proceeds of such sale to the payment of the said obligations, and to have the same recorded in the public records of the County of Douglas, and the surplus, if any, shall be paid to the partY of the first part.

It is agreed by the parties hereto that the terms and provisions of this indenture, and each and every obligation thereon contained, and all benefits accruing therefrom, shall bind and obligate and be obligatory upon the heirs, assigns, administrators, executors, representatives, assigns and successors of the parties hereto.

In Witness Whereof, the partY of the first part has hereunto set his hand and seal the day and year last above written.

Hans L. Peterson (SEAL)
Hans L. Peterson (SEAL)

STATE OF KANSAS
DOUGLAS COUNTY

BE IT REMEMBERED, That on this 21st day of March A.D. 19 69 before me, a Notary Public in the aforesaid County and State, came Hans L. Peterson, a single man

to me personally known to be the same person 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 June 17 19 69

Warren Rhodes Notary Public

Recorded March 21, 1969 at 3:35 Janice Boem Register of Deeds