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MORTGAGE BOOK 153 17477 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kanass

and the

This Indenture, Made this 12th day of June , 19 69 between Helen Elizabeth Harshberger Dolbier and John L. Dolbier, her husband

Lawrence , in the County of Douglas and State of Kansas of parties of the first part, and The Lawrence National Bank & Trust Company, Lawrence, part ¥ of the second part. Kansas

Witnesseth, that the said part 198 of the first part, in consideration of the sum of TWELVE THOUSAND & 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 X.... of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

The South 60 feet of Lot One (1) in Block Seven (7) in Babcock's Addition to the City of Lawrence.

RENT ASSIGNMENT:

Including all 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 105 of the first part dos hereby covenant and agree that at the delivery hereof they are the lawful owner S

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

It is agreed between the parties hereto that the part 185 of the first part shell at all times during the life of this inder 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 said real estate when the same becomes due and payable, and that they will 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 $\frac{1}{2}$ by a said premises insured against first part shall fail to pay such taxes when the same become due and payable, and that they will interest. And in the event that said part 1.85 of the first part shall fail to pay such taxes when the same become due and payable to the best Y of the second part to the extent of $\frac{1}{2}$ by a 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 m

TWELVE THOUSAND & no/100 * DOLLARS,

obligation for the payment of said sum of money, executed on the 12th June ith all interest acc 1969 and by its 1969 ts terms made payable to the part \mathcal{Y} of the second on and also to secure any sum or sums of money edvanced by the

said perty of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the ev

that said part 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 provided in this indenture. And this conveyance shall be void if such payments be made as herein specified, and the oblight default be made in a such payments or any part thereof or any obligation created thereby, or intere-tate are not paid when the same become due and payable, or if the insurance is not kept up, as pro-al estate are not paid when the same become due and payable, or if the insurance is not kept up, as pro-al estate are not paid when the same become due and payable, or if the insurance is not kept up, as pro-al estate are not kept in as good repair as they are now, or if waste is committed on the premises, if the whole sum remaining unpaid, and all of the obligations provided for in said written obligation given, shall immediately mature and become due and payable at the option of the holder hereof, a said part **y** of the second part **1ts** agents OT **Assigns** to take possession of ints thereon in the manner provided by law and to have a receiver appointed to collect the rents an If the amount then unpaid of principal and interest, tagether with the costs and charges incident the all the action of principal and interest, tagether with the costs and charges incident the said backs are the second pay the same second back and charges incident the

paid by the part y making such sale, on demand, to the first part 188

I is agreed by the parties hereto[®] that the terms and provisions of this indenture and each and every obligation t fits accruing thereform, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, ns and successors of the respective parties hereto.

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