Reg. No. 4,104 Fee Paid \$37.50 MORTGAGE BOOK 154 18207 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansar - 7th day of August , 19.69 between This Indenture, Made this . TOWN CENTER, INC. of Lawrence , in the County of Douglas and State of Kansas part y of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas part y of the second part. Witnesseth, that the said part y ..... of the first part, in consideration of the sum of 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: YTAT Lot Sixteen (16), in Block Seven (7), in Southridge Addition Number Three, an Addition to the City of Lawrence, as shown by the recorded plat thereof. with the appurtenances and all the estate; title and interest of the said part ... y. of the first part therein. And the said part J of the first part do@S hereby covenant and agree that at the delivery hereof it is the lawful owner the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same against all parties making lawful cla and assessments that may be levied or assessed against seld real estate when the same becomes due and payable, and that II WIII keep the buildings upon seld real estate insured against fire and tornado in such as and payable insurance company as shall be apecified directed by the part. W. of the second part, the loss, if any, made payable to the part Y. of the second part to the estent of interest. And in the event that said part Y of the first part shall all tap pay such taxes when the same become due and payable or to said premises insured as herein provided, then the part. Y of the second part may pay said taxes and insurance, or either, and the an op paid shall become a part of the indebtedness, secured by this indenture, and shall beer interest at the rate of 10% from the date of pay until folly repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of --Fifteen Thousand and No/100-----day of August 19 69, 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 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 full If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes estate are not paid when the same become due and payable, or if the instance is not kept up, as provided herein, or if the build 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 be and the whole sum remaining unpaid, and all of the obligations provided far in said written obligation, for the security of which t is given, shall immediately mature and become due and payable at the option of the holder hereof, without notics, and it shall be the said part y of the second part to take possession of the said premises and all the improvided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and sail the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arking from such asle treats in the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there is all be paid by the part y making such sale, on demand, to the first part y. is agreed by the parties hereto that the serms and provisions of this indenture and each and every obligation therein contained, and all its accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, a and extension of the respective parties hereto. Withase Whateel, for part y of the first part ha S hereunto set ILS hand and seal the day and year of the first part ha s hereunto set its hand and seal the day and year ON PORAT T TOWN CENTER, INC. (SEAL) By: June 2 (SEAL) -17.1-\* SEAL \* Russell W. Jones, President (SEAL) ANSNS. (SEAL)

State States

209