

MORTGAGE BOOK 154 18678 This Indenture, Made this 19th day of September , 1969 between Roger E. Underwood and Constance Carol Underwood, husband and wife B.c. of Overland Park , in the County of Johnson and State of Kansas part lesof the first part, and The Lawrence National Bank & Erust Company, Lawrence. Kansas part y of the second part. Witnesseth, that the said part1es of the first part, in consideration of the sum of Twenty Thousand and No/100 DOLLARS them duly paid, the receipt of which is hereby acknowledged, have sold, and by to 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: Beginning at a point 150 feet South of the Northeast corner of the Southwest Quarter (Sw_4^4) of Section 18. Township 12, Range 20; thence South on the East line of said Southwest Quarter 150 feet; thence West parallel to the North line of said Southwest Quarter to the Easterly right-of-way of The Union Pacific Railroad; thence Northerly along said right-of-way 76.55 feet more or less; thence Westerly along said right-of-way 27.0 feet; thence Northwely along said right-of-way 27.0 feet; thence Northwely along said right-of-way 27.0 feet; thence Northwely along said right-of-way 73.45 feet more or less to a point 150 feet South of the North line of said Quarter section; thence East parallel to the North line of said Southwest Quarter to the point of beginning. All-in Douglas County, Kansas. 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 do hereby covenant and agree that at the delivery hereof they are in lawful owner S

(No. 52K)

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of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

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 1.83 of the first part shelt at all times during the life of this indenture, pay all tai

and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will directed by the party of the second part, the loss, if any made payable is to the party of the second part to the extent of the life of the faith part of the second part to the extent of the life of the faith part of the second part to the extent of the life of the faith part of the second part to the extent of the life of the faith part of the second part to the extent of the life of the faith part of the second part to the extent of the life of the faith part of the second part to the extent of the life of the faith of the second part to the extent of the life said premises insured as herein provided, then the part \mathcal{Y} of the second part taxes and insurance, or either, and the amount ontil fully repaid.

ided as a mortgage to secure the payment of the sum of Twenty Thousand and No/100 · · · · · Dollars. according to the terms of ODC certain written obligation for the payment of said sum of money, executed on the 19th

day of September 1969 and by 1ts 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

of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the said part V that said part 1.05 $_{\odot}$ of the first part shell fail to pay the same as provided in this indenture

And this If default be estate are not real estate are and the whol is given, shal t be made in such payments or any part thereof or any obligation on a not paid when the same become due and payable, or if the insurance le are not kept in as good repair as they are now, or if wate is comm whole sum remaining unpaid, and all of the obligations provided for shall immediately mature and become due and payable at the option in said written obligation of the holder hereof.

the said part y of the second part to have a receiver appointed 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 party making such sale, on demand, to the first part 195

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all enefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, ssigns and successors of the respective parties hereto. In Witness Whereof, the part 108 of the first part have hereunto set their hands, and stats

Roper E. Underwood

Constance Carol Underwood

and year

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