(No. 52K). The Outlook Printers, Publisher of Legal Blanks, Lawrence, Ra BOOK 155 18901 . 3rd This Indenture, Made this October, 19.69. betweenday of Harold H. Herren and Betty Herren his wife, and Allen H. Westerhouse and Elfrieda Westerhouse his wife of Lawrence , in the County of Douglas and State of Kansas part ie sof the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas part y of the second part.

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

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 Dauglas and State of Kansas, to-wit:

> Lot 22, in Block 3, in Chaparral, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part iesof the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s 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 th d between the parties hereto that the part Ies of the first part shall at all times during the life of this indenture, pay all ta

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 insorted against fire and tornedo in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, is, any, made payable to the part Y of the second part to the extent of 125 interest. And in the event that said part, 125 of the first part shall fail to pay such itsues when the same become due and payable or to keep said premises insured as herein provided, then the part Y of the second part to the and the amount so that be second part or the indebtedness, secured by this indenture, and shall become a part of the indebtedness, secured by this indenture, and shall become the rate of 10% from the date of payment.

THIS GRANT is intended as a mortgage to secure the payment

Ten 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 3rd

October 10.69 and by its terms made payable to the party of the second ag to the terms of said obligation and also to secore any sum or sums of money advanced by the day of October part, with all interest accruing said part y 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 part 105 of the first part shall fail to pay the same as provided in this inde

And this conveyance shall be void if such payments be made as herein specified, and the If default be made in such payments or any part thereof or any obligation created thereby, or, estate are not paid when the same become due and payable, or if the insurance is not kept up, real estate are not kept in as good repair as they are now, or if waste is committed on said, prer and the whole sum remaining unpaid, and all of the obligations provided for in said written on is given, shall immediately mature and become due and payable at the option of the holder he

raid part \mathbf{y} of the second part to take possession in the manner provided by law and to have a receiver appointed to collect the second the previous hereby granted, or any part thereof, in the manner prescribed by law, and in the amount than unpaid of principal and, interest, together with the costs and charges incident. shall be paid by the part Y making such sale, on demand, to the first part IES

It is agreed by the partiet hereto that the terms and provisions of this indenture and each and every obligation benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, assigns and successors of the respective parties hereto.

"In Witness Whereof, the part ies of the first part he ve hereunto set their he day and year

Elfrieda Westerhouse STATE DOUGLAS COUNTY 1 this 3rd day of October A. D., 1969 BE IT REMEMBERED, That on this before me, a Notary Public in the aforesaid County and State; came Harold H. Herren and Betty Herren his wife, and Allen H. Westerhouse and Elfrieda Westerhouse his wife to me personally known to be the same person acknowledged the execution of the same. who executed the foregoing instrument and duly IN WITNESS WHEREOF, I have hereunto subscribed year last above written. Charles W. Hidger Horary Public My Commission Expires February 28 19.72 Charles W. Hedges Janue Beens Register of Deeds Recorded October 9, 1969 at 1:51 P.M.

Harold H. Herren Betty Herren

X Allen H. Westerhouse

(SEAL) (SEAL)

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