MORTGAGE 19980 BOOK 155 The Outlook Printers, Publisher of Legal Blanks, Lawr This Indenture, Made this 22nd day of January , 1970 between Clarence W. Wiley and Gladys V. Wiley, his wife thereby, and March 1971 of Lawrence , in the County of Douglas and State of Kansas. parties of the first part, and The Lawrence National Bank & Trust Company, · Lawrence, Kanaas. party of the second part. Witnesseth, that the said part 185 of the first part, in consideration of the sum of THREE THOUSAND, TWO HUNDRED & no/100 * * * I the undersigned, owner of the w authorize the Register of Deeds to Lawrence National Bank th Rehmer, Assistant Vice President 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 3 of the second part, the following described real estate situated and being in the County of Douglas and State of and County of Leavenworth Lot One Hundred Sixty (160) on Tennessee Street in the City of Lawrence; Douglas County, Kansas, known as 1130 Tennessee St., Lawrence. Lot 31, in Block 2 in Babcock Place, an addition to the City of Lawrence, Douglas County, Kansas, known as 2235 Tennessee St., Lawrence. Lot numbered One (1) in Block numbered Twenty-eight (28) in Railroad Addition to the City of Tonganoxie, Leavenworth County, Kansas. located at 5th & Pleasant Sts., Tonganoxie, Kansas. 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 part of the first part therein. And the said part 1.85 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful ownerS of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incombrances. except a First Mortgage in favor of Lawrence National Bank, Lawrence, Kansas dated April 18, 1968 executed by the undersigned owners & recorded book 150 Page 10, Douglas Co. Ks & Book 173, Fage 157, Leavenworth Co. Ks. It is agreed between the parties hereto that the parties 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 becomes due and payable, and that they will taxes keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and 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 $1t_S$ interest. And in the event that said part LES 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 part y. of the second part may pay said taxes and insurance, or either, and the amount to 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. 22nd THIS GRANT is intended as a THREE THOUSAND, TWO HUNDRED & no/100 * his mortgage P. Peters, S * according to the terms of a certain written obligation for the pa of said sum of money, executed on the 19.70, and by 1.5 terms made payable to the part $\mathcal T$ of the second ording to the terms of said obligation and also to secure any sum or sums of money advanced by the of January with all interest acc day of that said part 105 ... 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 t default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if there are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or al estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyan d the whole sum remaining unpaid, ead all of the obligations provided for in seid written obligation, for the tacurity given, shall immediately mature and became due and payable at the option of the holder hereof, without notics, and the said part Y of the second part its agents or assigns to take possession of the said premises and all ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefit accruing therefit accruing therefit accruing therefit accruing therein the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if a President Mortgag all be paid by the part y making such sale, on demand, to the first part 188. It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein cor nefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal signs and successors of the respective parties hereto. Witness Whereof, the part ICS of the first part have hereunto their the day and year Clarence W. Wiley (SEAL) (SEAL) aly V. Wiley Wiley (SEAL) (SEAL) 01 STATE OF Kansas 22 Douglas / COUNTY. This release dey of January BE IT REMEMBERED, That on this 22nd A. D., 19 70 n the original before me, a Notary Public ... in the aforesaid County and State, came Clarence W. Wiley and Gladys V. Wiley, his wife into 1.7. OTARY 19 7.1 to me personally known to be the same person S.... who executed the foregoing ins acknowledged the execution of the same. mue Bee JALIC TIMESS WHEREOF, I have he Reg. of Deeds Howard Kiseman Norman Public April 18th 19 70 webs us as a ran ar Been Register of Deeds anece