

BOOK 155 20008 MORTGAGE

This Indenture, Made this . 30th day of January , 1970 between Glenn E. Turner and Rena Z. Turner, also known as Rena Turner, his wife

(Na. 52K)

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The Outlook Printers, Publisher of Legal Blanks, Law

Fee Paid \$6.50

No. Kanana

of Lawrence , in the County of Douglas and State of Kansas parties of the first part; and Lawrence National Bank & Trust Company, Lawrence,

Kanses part y of the second part. Witnesseth, that the said partiles of the first part, in consideration of the sum of

THENTY SIX HUNDRED & no/100 * * * * DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha 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:

Lot One (1) in Block Three (3), in Lone Place, in the City of Lawrence.

or 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 LES of the first part do hereby covenant and agree that at the delivery hereof the and the lawful own 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 cli

It is agreed between the parties hereto that the part 100 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be deviced or assessed against said real estate when the same becomes due and payable, and that they will are the buildings upon said real estate insured against file and tornado in such sum and by such attriance company as shall be agaediled and directed by the part y of the second part, the loss, if any, made payable so the payable of the second part to the extent of 105 interest. And in the event that asid part 105 of the first part shall fail to pay such taxes when the same become due and payable or to the extent of 105 interest. And in the event that asid part 105 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 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 mortgage to server TARNIY SIX HIDRED & no/100 DOLLARS.

according to the terms of a certain written obligation 30th day of January 19.70, and by 100 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

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 indenture.

In Witness Whereof, the part 105 of the first part ha VO hereunto set

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

the said part X of the second part 158 AGENTS OF ASSIGNS to take possession of the said premises and all the impro-mentschereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there is shall be paid by the part I making such sale, on demand, to the first part 185

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

th ir hand S and seal ... the day and year. Clanne Turner (SEAL) (SEAL) Renz L. Turder TUL MILLY (SEAL)

(SEAL)