

MORTGAGE 20015 BOOK 156 (No. 521) The Outlook Printers, Publisher of Local Blanks, Lawrence, Kansas

This Indenture, Made this 28th day of January, 1970 between 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 parties of the first part and The First National Bank of Lawrence, Lawrence, Kansas party of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Ten thousand and no 100 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 party of the second part the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Nine (9), in Block Four (4), in Chaparral, an addition to the City of Lawrence, 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 parties 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 encumbrances.

and that the parties of the first part shall defend and hold the same against all parties making claim.

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 become due and payable, and that they will keep the buildings, non sale, insurable against fire and tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties 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 parties of the second part may pay said taxes and insurance, or either or the amount so paid shall become a debt due to the parties of the second part, 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 secure the payment of the sum of Ten thousand and no 100 DOLLARS.

according to the terms of the certain written obligation for the payment of said sum of money, executed on the day of 1970 and by the parties 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 party of the second part to pay for any taxes or to discharge any taxes, with interest, thereon as herein provided, in the event that said parties 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 herein fully discharged. If default be made in such payments, or any part thereof, or any obligation created thereby, or interest thereon, or the taxes on said real estate are not paid when the same become due and payable or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if the parties of the first part shall commit any breach of the covenants and conditions herein contained, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the parties of the second part, without notice.

The said parties of the first part do hereby warrant and defend the same against all parties making claim.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals on the day and date first above written.

X Harold H. Herren (SEAL)
Betty Herren (SEAL)
Allen H. Westerhouse (SEAL)
Elfrieda Westerhouse (SEAL)

STATE OF Kansas
Douglas County



BE IT REMEMBERED, that on this 28th day of January, D. 1970, before me, a Notary Public, personally known to be the same person who executed the foregoing instrument, and who acknowledged the execution of the same, appeared Harold H. Herren and Betty Herren, his wife, and Allen H. Westerhouse and Elfrieda Westerhouse his wife.
IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and date first above written.
Hazel Stanley, Notary Public

With release of the original mortgage entered on May 7, 1970
Janice Beem, Register of Deeds

Recorded February 3, 1970 at 1:31 P.M. Janice Beem Register of Deeds

RELEASE
I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 8th day of May 1970
The First National Bank of Lawrence
Lawrence, Kansas
William B. Lienhard, Vice President Mortgagee, Owner.
(Corp. Seal)