

MORTGAGE

BOOK 156 (No. 520)

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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 part 1 of the first part and The First National Bank of Lawrence, Lawrence, Kansas part 2 of the second part.

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

Ten thousand and no/100 \$10,000.00

fully paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas to-wit:

Lot Sixteen (16), in Block Four (4), in Chaparral, an addition to the City of Lawrence, in Douglas County.

with the appurtenances and all the estate, title and interest of the said part 1 of the first part, herein and the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the true and lawful owner 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 defend the same against all parties claiming the same.

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 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 2 of the second part, the first, if any, made payable to the part 2 of the second part to the extent of 40% interest. And in the event that said part 2 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 2 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 12% 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 \$10,000.00

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the day of January, 1970, and by its terms made payable to the part 2 of the second part, with all interest thereon according to the terms of said obligation, and the said parties of the first part shall be bound 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 obligations contained therein fully discharged. If default be made in such payments or any part hereof or any obligation created hereby, or if 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 estate is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, less 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 holder hereof, without notice, and it shall be lawful for the said part 2 of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and 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 part 2 of the second part, making such sale, on demand, to the part 1 of the first part.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation thereon 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.

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

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

STATE OF Kansas
Douglas COUNTY, ss.



BE IT REMEMBERED, That on this 8th day of January, A.D. 1970

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 persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

February 19 1973

Hazel Stanley Notary Public

Recorded February 3, 1970 at 1:32 P.M.

Janice Beem Register of Deeds

This release was written on the original mortgage this 11th day of May 1970 Janice Beem Reg. 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)