

MORTGAGE BOOK 156 20017 (No. 52K) The Outlook Printers, Publisher of Legal 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 Elfrida Westerhouse his wife

of Lawrence in the County of Douglas and State of Kansas part i.e. 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 Eleven (11), 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 said parties of the first part do hereby covenant and agree that of the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and lawful estate of inheritance, free and clear of all incumbrances.

and that they will warrant and defend the same against all lawfully claiming claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of the premises pay all taxes and assessments that may be levied or assessed against said real estate, when the same become due and payable, and 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of 100% interest. And in the event the 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 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 secure the payment of the sum of

Ten thousand and no/100 DOLLARS

according to the terms of a certain written obligation for the payment of a 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 of money advanced by the said party of the second part to the first part for any insurance or to discharge any taxes with 5% thereon as herein provided, in the event the 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 therein fully discharged. If default be made in such payments or any part thereof or any obligation created hereby, or interest thereon, 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 a good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the parties of the second part shall have the right to take possession of the premises and to collect the rent and benefits accruing therefrom, and to sell the premises hereafter granted or any part thereof, in the manner provided by law, and out of all moneys arising from such sale to retain the sum then due to the parties of the first part, and the balance of the proceeds of such sale to be paid to the parties of the first part, or to their heirs, assigns and successors, as they may direct by writing, without notice, and it shall be lawful for

the said parties of the second part to take possession of the premises and to collect the rent and benefits accruing therefrom, and to sell the premises hereafter granted or any part thereof, in the manner provided by law, and out of all moneys arising from such sale to retain the sum then due to the parties of the first part, and the balance of the proceeds of such sale to be paid to the parties of the first part, or to their heirs, assigns and successors, as they may direct by writing, without notice, and it shall be lawful for the said parties of the second part to make and take on demand, to the first part i.e.

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.

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

Harold H. Herren (SEAL)
Betty H. Herren (SEAL)
Allen H. Westerhouse (SEAL)
Elfrida Westerhouse (SEAL)

Notary Public
J. Lee Beem
Notary Public

STATE OF Kansas
COUNTY OF Douglas



BE IT REMEMBERED, That on this 28th day of January, 1970

before me, Notary Public

presented to me Harold H. Herren and Betty Herren, his wife, and Allen H. Westerhouse and Elfrida Westerhouse, his wife.

in me personally known to be the same persons who executed the foregoing instrument, and acknowledged the execution of the same.

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

My Commission Expires February 1973

Hazel S. Beem Notary Public

Recorded February 3, 1970 at 1:33 P.M.

J. Lee 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 11th day of May, 1970.

(Corp. Seal)

The First National Bank of Lawrence
Lawrence, Kansas
William B. Lienhard, Vice President
Mortgages, Owner.