

MORTGAGE

BOOK 156

(No. 220)

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

Witnesseth, that the said parties of the first part have received of the sum of Ten thousand and no/100 to them, duly paid, the receipt of which is hereby acknowledged, have sold, and by this Indenture do GRANT, BAREAIN, SELL and MORTGAGE to the said part Y of the second part the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Eighteen (18), in Block Four (4), in the 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 at any time hereafter the said parties of the second part shall have the right to use and enjoy the premises above granted and sold of a peace and undisturbed estate of inheritance free and clear of all incumbrances.

And the said parties of the first part do hereby warrant and defend the same against all claims in law or equity. It is agreed between the parties hereto that the said parties of the first part shall during the life of this Indenture, keep the building 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 Y of the second part, the loss if any, shall be payable to the party Y of the second part to the extent of the 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 party 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 secure the payment of the sum of Ten thousand and no/100 according to the terms of ONE certain written obligation for the payment of said sum of money executed on the day of _____ by _____ and by _____ terms upon payable to the party Y of the second part with all interest accruing thereon according to the terms of said obligation and also to secure any sums of money advanced by the said party 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 parties of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void of such payments be made as herein specified, and the obligation to interest therein shall discharge. 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 building on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute 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 holder hereof, without notice, and it shall be lawful for the said party Y 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 surplus, if any, shall be paid by the party Y of the second part making such sale, on demand, to the first parties.

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.

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

STATE OF Kansas
County of Douglas



BE IT REMEMBERED, That on this 28th day of January, A.D. 1970, before me, a Notary Public in the aforesaid County and State, 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 person 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, 1970

Hazel Stanley, Notary Public

ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to _____

STATE OF _____
County of _____

BE IT REMEMBERED, That on this _____ day of _____, A.D. 1970,

Recorded February 3, 1970 at 1:34 P.M.

Janice Beem, Register of Deeds

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 10 day of July 1970.
(Corp. Seal)
THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas
H. D. Flanders, Vice President, Mortgagee, Owner.

This release was written on the original mortgage entered this 13th day of July 1970.

Janice Beem, Reg. of Deeds
Deputy