

MORTGAGE BOOK 156 20019 (No. 528) The Outlook Printery, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 10th 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 1st the first part, and The First National Bank of Lawrence, Lawrence, Kansas party 2nd 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 Seventeen (17), 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 part 1st of the first part therein.

And the said 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 inheritable estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same against all parties making lawful claims thereto.

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 contents in such sum and by such insurance company as they shall specify and direct by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its 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 party 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 paid.

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 certain written obligation for the payment of said sum of money, executed on the day of 19 and by the said parties of the first part, the terms made payable to the party 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 insurance or to discharge any taxes with interest 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 if any interest or any obligation created thereby, 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 or contents are not kept in as good repair as they are now, or if waste is committed, or if the party of the first part shall fail to comply with any of the provisions herein contained, then the party of the second part shall have the right to take possession of the 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 party of the first part, on demand, to the first part.

It is agreed by this Indenture that the terms and conditions of the Indenture and all the covenants, conditions, and obligations herein contained shall be binding 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 first above written.

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

This release was written on the original mortgage entered this 11th day of May 1970
Janice Beers
Reg. of Deeds



BE IT REMEMBERED, That on 10th day of January A.D. 1970 before me, the undersigned, a Notary Public in and for the State of Kansas, personally known to me the same person who executed the foregoing instrument and did acknowledge the execution of the same.

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

My Commission Expires February 2, 1971

Notary Public

Recorded February 3, 1970 at 1:35 P.M.
RELEASE
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 21th day of May 1970
(Corp. Seal)
The First National Bank of Lawrence
Lawrence, Kansas
William B. Ehenhard, Vice President
Mortgagee, Owner.