

11th de
August
70
James Beem
Reg. of Deeds

STATE OF Kansas
Douglas COUNTY



BE IT REMEMBERED, That on this 24th day of February A. D., 1970

before me, Notary Public

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 person as 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.

My Commission Expires February 19 1973

Hazel Stanley

Notary Public

Recorded February 26, 1970 at 10:38 A.M.

James 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 August 1970.

The First National Bank of Lawrence, Lawrence, Kansas

(Corp. Seal)

By: H. D. Flanders, Vice President and Cashier
Mortgagee. Owner.

Reg. No. 4,515
Fee Paid \$25.00

MORTGAGE

BOOK 156

20223

(No. 321)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 24th day of February, 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 Five (5), 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 at the delivery hereof they are the 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 warrant and defend the same against all parties making lawful claim 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 becomes 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 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 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 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.