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MORTOAGE BOOK 156 OUT 6 1 (No. 52K) The Dutlock Printers, Publisher of Legal Blanks, Lawrence, Kantas. Jack Erwin Gaumnitz and Janice Tande Gaumnitz

In commences ..... of Lawrence , in the County of Douglas and State of Kandas part lesof the first part, and Lawrence National Bank and Trust Co.

Lawrence, Kansas part y of the second part. Witnesseth, that the said part 1 en. of the first part, in consideration of the sum of Three. Thousand, F1 ve. Hundred, and, no/100------

this indenture do...... GRANT, BARGAIN, 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 Five (5) in Subdivision of West Half of Block Fifty-one (51) in West Lawrence Additionato the City of Lawrence.

Lot 6, in Subdivision of West Half of Block Fifty-one (51). In West Lawrence Addition of Lawrence 17 - million and the

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rests, issues and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said party.... of the first part therein. And the said part 1.95. of the first part do \_\_\_\_\_ hereby covenant and agree that at the delivery hereofthey are the lawful own If the premises above granted, and seized of a good and indefeesible estate of inheritance therein, free and clear of all incumbrances, no exceptions

and thet. they will warrant and defend the same egainst all parties making lawful claim the

ned between the parties hereto that the part LEE of the first part shall at all times during the life of shi's indenture, pay all laxes

and assessments that may be levied or assessed against said real satisfy when the same becomes due and payable, and that they will assess the buildings upon said real estate insured against fire and toreado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss if any made payable to the part of the second part to the extent of the second part, the loss if any made payable to the part of the second part to the extent of the second part to the extent of the second part of the industruences, secured by this indenture, and shall beer 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 Three Thousand Five Hundred and no/100------

I a Heri

DOLLARS

according to the terms of ODC certain written obligation for the payment of said sum of money, executed on the loth day of March 19 70, and by 105 terms made payable to the part y 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 part y... of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the even that said part 1.333 ... of the first part shall fail to pay the same as provided in this indenture.

that said part 1.435. 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 apprilled, and the obligation contained therein fully discharged. If default be made in such payments or any part thateof or any obligation created thereby or interest thereon, or if the taxes on said real artate see not paid when the same become does and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real state are not paid when the same become does and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real state are not kept in as good repair as they are now, or if weste is committed on said premises, then this conveyance shall become abiolue and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indentures is given, shall immediately nature and become due and payable as the option of the holder hereof, without notice, and it shall be lawful for the said part y... of the second part 115\_BERTIS DT ASSIEND take possession of the said premises and all the lawful for self the premises. Hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys staing from such sale to real in the amount they unpaid of or inclusies and interest, together with the corts and charges incident thereto, and the overplue, if any there be, shall be paid by the part  $V_{--}$  making such age, on demand, to the first part LES.

It is agreed by the partier hereto that the terms and provisions of this indenture and each and every obligation therein conta optim accounting therefrom, shall extend and have to, and be obligatory upon the heirs, executors, administrators, personal re-signs and successors of the respective parties hereto.

as Whereas, the part 105 of the first part ha NC hereunto set their hand 5 and seel 5, th

Jack Erwin Gaumite (SEAU

Janice Tande Gaumnitz