Reg. No. 5,117 25.2 Fee Paid \$17.50

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## A MESERAULL PRYNTING INC. PNB-F127 MORTGAGE 22863 BOOK 158 (No. 52K)

This Indenture, Made this 16th day of October , 19.70 between Neil M. Harris and Marion E. Harris, his wife, and Arnold E. Elliott and Kathleen M. Elliott, his wife

of Lawrence , in the County of Douglas and State of Kansas part iesof the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, LAWRENCE, KANSAS part y of the second part. Witnesseth, that the said part ies... of the first part, in consideration of the sum of

-Seven 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 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 21 in Block Seven (7) in Lane's First Addition to the

City of Lawrence, Douglas County, Kansas

## with the appurtenances and all the estate, title and interest of the said part les of the first part therein.

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 th

It is agreed between the parties hereto that the part 105 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 taxes are becomes due and payable, and that they will taxes 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 part upon that said part. It is not the loss if any, made payable to the part y of the second part to the action of the second part. It is not the part upon that said part. It is not the part upon that said taxes are become due and payable or to the second part. It is not the part upon the same become due and payable or to the second part to the second

THIS GRANT is intended as a mortgage to secure the payment of the sum of

-Seven Thousand and No/100-----Dollars, ording to the terms of one certain written obligation for the payment of said sum of money, executed on the 1.61.b.

day of October 19 7.0, and by its 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 event

that said part i.e.s. 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 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 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, the .escurity 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 part y \_\_\_\_\_\_\_ of the second part \_\_\_\_\_\_\_\_ to take possession of the said premises and all the improve-ments 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 sele 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 part y making such sale, on demand, to the first part 105.

It is greed by the partiet 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 auccessors of the respective parties hereto.

Entre Cleatt (SEAL)

in Winness Whereof, the part 195 of the first part he VC hereunto set LIRIX hand S and seel S the day and year last above written.

Keir M. Harris Lana (SEAL) Malitan E. Harris Hannes (SEAL) Arnora E Ellion Elle Market (SEAL)