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STATE OF KANSAS, COUNTY OF Johnson  
 BE IT REMEMBERED, that on this 12th day of December, 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came  
 Manuel F. Montez and Beverly C. Montez, husband and wife

to me personally known to be the same person(s) who executed the within instrument of writing, and such person(s) duly acknowledged the execution of the same.  
 IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.



*Dorothy A. Eppler*  
 Dorothy A. Eppler, Notary Public  
 (My commission expires January 13, 1972)

Recorded December 17, 1970 at 3:38 P. M. *Yance Beem* Register of Deeds  
 \$7,000.00 Satisfaction June 2, 1971  
 RECEIVED OF MANUEL F. MONTEZ and BEVERLY C. MONTEZ the within-named mortgagors, the sum of SEVEN THOUSAND AND NO/100 Dollars, in full satisfaction of the within Mortgage.  
 (Corp. Seal) THE ROELAND PARK STATE BANK, ROELAND PARK, KANSAS  
 By Daryl Gross, Cashier

This release was taken on the original mortgage the 11th day of June 1971  
*Yance Beem*  
 Reg. of Deeds

Reg. No. 5,252  
 Fee Paid \$42.50

23469

MORTGAGE BOOK 158 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 17th day of December, 1970, between  
 WESTERN HOME BUILDERS, INC.

of Lawrence, in the County of Douglas and State of Kansas  
 party of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas  
 part of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of  
 Seventeen Thousand and no/100 DOLLARS  
 to it duly paid, the receipt of which is hereby acknowledged, has sold, and by  
 this indenture does 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 D, Tract 4, Block 7 in Meadow Lea Estates, an Addition to the City  
 of Lawrence, as shown by the recorded plat thereof.

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

And the said part Y of the first part does hereby covenant and agree that at the delivery hereof is 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 it will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part Y 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 it 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 part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of its  
 interest. And in the event that said part Y 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 part 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  
 Seventeen Thousand and no/100 DOLLARS.

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 17th  
 day of December 1970, 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 Y 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, 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