

And upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the second party its ~~XXXX~~ successors and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said first part ies, their heirs, successors, and assigns, and all persons claiming under them.

And the said first part ies shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of \$28,400.00 Dollars, for the benefit of said second part Y, and in default thereof said second part Y may effect said insurance in its own name and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said first part ies 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 in the quiet and peaceable possession of said second part Y, its ~~XXXX~~ successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said first part ies have ve hereunto set their hand S the day and year first above written.

Executed and delivered in presence of

Sam Charles Boettge (SEAL)
Samuel Charles Boettge

Edith Lucille Boettge (SEAL)
Edith Lucille Boettge

(SEAL)

STATE of Kansas, COUNTY of Wyandotte, ss

BE IT REMEMBERED, that on this 18th day of February, A. D. 19 71, before me, the undersigned, a Notary Public, in and for said County and State, came

Samuel Charles Boettge and Edith Lucille Boettge, husband and wife,

who are personally known to me to be the identical person S described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last



December 2, 1971

Notary Public

Jack H. Smith

Recorded February 24, 1971 at 10:01 A.M.

James Beane Register of Deeds
Reg. No. 5,384
Fee Paid \$18.75

MORTGAGE

21072

BOOK 159

(No. 52K)

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

This Indenture, Made this 11th day of February, 1971 between James Lester Shirar and Catherine M. Shirar, his wife

of Lawrence R42, in the County of Douglas and State of Kansas, parties of the first part, and Lawrence National Bank & Trust Co., Lawrence, Kansas, part Y of the second part.

Witnesseth, that the said part ies of the first part, in consideration of the sum of SEVENTY FIVE HUNDRED & 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:

Commencing at a point 15 75/100 chains North of the Southeast corner of the Southeast Quarter of Section Seventeen (17), Township Thirteen (13), Range Twenty (20), thence North 24 25/100 chains to the Northeast corner of said Quarter Section, thence West 17 50/100 chains or 70 rods, thence South parallel with the East line of said Quarter Section to the center of the channel of the Wakarusa Creek, thence Eastwardly down the center channel of said Creek to a point 15 75/100 chains North of the South line of said Quarter Section, thence East 6 chains more or less, to the place of beginning, subject to right-of-way easement given to Sinclair Pipe Line Company under date of July 18, 1923.