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BOOK 159 (No. 52K) + The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this 16th day of March 19.71 between Dwight Perry and Barbara Joan Perry, husband and wife of Lawrence , in the County of Douglas and State of Kansas. part ies of the first part, and The First National Bank of Lawrence party of the second part. Witnesseth, that the said part ies ... of the first part, in consideration of the sum of Twenty Two Thousand Five Hundred and no/100----- DOLLARS

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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 Three (3), in Indian Hills Terrace, an Addition to the City of Lawrence.

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

And the said part LOS of the first part do ...... hereby covenant and egree that at the delivery hereof they are the lewful 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 part I.C.S. 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 treat 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 part *y* of the second part to the extent of their interest. And in the event that said part [95] 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 will fully remaid. said premises insu so paid shall bec until fully repaid.

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

Twenty Two Thousand Five Hundred and no/100----seconding to the terms of ODE ...... certain written obligation for the payment of said sum of money, executed on the 16th

day of March March 19.7.1, and by its terms made payable to the part. Y of the second 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 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 195 .... 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 cotated thereby, or interest thereon, or if the taxes on said real erate on the 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 erate 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 unpeid, 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

the seld part. Y of the second part to take possession of the seld 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 acruing 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 sale 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 psid by the part ... y. making such sate, on demand, to the first part 105

It is agreed by the parties hereto that the terms and provisions of this indentuite 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 successors of the respective parties hereto.

In Witness Whereof, the part 105, of the first part have hereunto set their hand s and seals the day and year

14 M	h suger termini	(SEAL)
	Dwight Perry	(SEAL)
	Barlais Joan Derry	(SEAL)
	Barbara Joan Perry	(SEAL)

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	BE IT REMEMBERED, That on this 16th day of March A. D., 1971
	before me a Notary Public in the aforesaid County and State,
S. D. T. A. S.	- Dwight Perry and Barbara Joan Perry, husband and wife.
A D I P II Y	to me personally known to be the same person. S., who executed the foregoing instrument and duly
1 2 1 8	acknowledged the execution of the same.
Hear I was	IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and
atom gala	Maxin Clean =
My Commission Expires	June 17, 19 73 Warren Rhodes Notary Public

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Register of Deeds

Recorded March 18, 1971 at 10:48 A.M.