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Reg. No. 5,716 Fee Paid \$2.00

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MORTGAGE BOOK 160 25291 (Ne. 52K) first June , 19 71 between This Indenture, Made this B. Paul Binner and Anita C. Binner, husband and wife and Costas I. Katsourides and Julia C. Katsourides, husband and wife and State of Kansas of Lawrence , in the County of Douglas part les of the first part, and The, Lawrence National Bank and Trust Company party of the second part. Witnesseth, that the said parties ... of the first part, in consideration of the sum of ----- DOLLARS ----Eight Hundred and no/100----duly paid, the receipt of which is hereby acknowledged, have sold, and by them to. this indenture do 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

See.

Contraction 1

Kansas, to-wit:

The East Half of the Southeast Quarter of the Southeast Quarter of Section 21, Township 12 South, Range 19 East, less the South Half of the East 20 acres of the Southeast Quarter of the Southeast Quarter of said Section 21; also less the North 330 feet of the East Half of the Southeast Quarter of the Southeast Quarter of said Section 21, Township 12 South, Range 19 East, in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said part. ^{1e} of the first part therein.

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 1es 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 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 " of the second part of 105" 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 V of the second part may pay said taxes and insurance, or either, and the amount so paid shall be some a part of the indebtedriess, secured by this indenture, and shall be rinterest at the of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a montgage to secure the payment of the sum of _____Eight Hundred and no/100______DOLLARS.

according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the

day of 10° and by 10° terms made payable to the part $\sqrt{}$ 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 $\sqrt{}$ 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 $\frac{10^{\circ}}{10^{\circ}}$ 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 remeining 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 the same become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part \underline{Y} of the second part 1tS agents OP assigns take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accuring therefrom; and to sell the premises hereby graticed, 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 paid by the part $\frac{168}{180}$ making such sale, on demand, to the first part \underline{Y} .

It is agreed by the parties 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 successors of the respective parties hereto.

In Witness Whereof, the part Ies of the first part have hereunto set their hand and seels the day and year last above written.

B. Paul Burner (SEAL) anta C. Binner Binner (SEAL) lites of chater in Patsouride (SEAL) Julia C. Katsourides (SEAL)