

Including all rents, issues and profits thereof, provided however that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

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

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the holders of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No exceptions

and that they will warrant and defend the same against all parties making lawful claim thereon.

It is agreed between the parties hereto that the part 100 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 become due and payable, and that they will keep the buildings, now and real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of the amount due in the event that said part 100 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 100 of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the Indenture, secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment and fully repaid.

This Indenture is intended as a mortgage to secure the payment of the sum of Twenty Two Hundred Fifty & No/100 DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 10th day of July 1956 and by 100 terms made payable to the part 100 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 100 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 100 of the first part shall fail to pay the same as provided in this Indenture.

And this agreement 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 be 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 be 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 not remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture is given, shall immediately become and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part 100 of the second part, AGENTS OR ASSIGNS to take possession of the said premises and all the improvements thereon, and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to collect the same for the use of the part 100 of the second part, in the manner prescribed by law, and out of all moneys arising from such sale to retain the same for the use of the part 100 of the second part, together with the costs and charges incurred therein, and the surplus, if any there be, shall be paid by the part 100 of the second part, on demand, to the first part 100.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all the covenants, conditions, warranties, and agreements herein and hereon to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and assigns of the respective parties hereto.

In Witness Whereof, the part 100 of the first part hereunto set their hand and seal the day and year first above written.

Mamuel R. Shavely (SEAL)
Mamuel R. Shavely (SEAL)
Edna B. Shavely (SEAL)
Edna B. Shavely (SEAL)

STATE OF Kansas } ss.
County of Douglas

BE IT REMEMBERED, That on this 10th day of July A. D. 1956
before me, a Notary Public in the aforesaid County and State
came Mamuel R. Shavely and Edna B. Shavely, his wife

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

March 10th 1956

Howard W. Wiseman
Howard W. Wiseman Notary Public



Howard W. Wiseman