with the appurtenances and all the estate, title and interest of the said part 1es _____ of the first part therein. And the said part 188 of the first part do _____ hereby covenant and agree that at the delivery hereof they are the lawful owner B 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 marrant and defend the same against all parties making lawful claim therete It is agreed between the parties hereto that the part 105 ... 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 mill. keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as thall be specified and directed by the part 108 of the second part, the loss, if any made payable to the part 108 of the second part to the cart of the first part shall fail to pay such taxes when the same become due and payable or to keep aid premises insured as herein provided, then the part 108 of the second part may pay said taxes and insures. And in the event that said part 108 of the first part shall fail to pay such taxes and insures. The second part and the part 108 of the second part may pay said taxes and insures. The second part of the indebtedness, secured by this indenture, and shall bear interest at the rate of the date of pay-ment until fully repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of Six Thousand (\$6,000.00)- - - - ------- DOLLARS, according to the terms of ODE certain written obligation for the payment of said turn of money, executed on the 31st day of July 0 1956, and by 12a terms made payable to the part 10a 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 108 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 105 of the first part shall fail to pay the same as provided in this indenture. And this convergance 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 creased 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 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 watte 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 the said part 108. of the second part _______ to take possession of the said premises and all the improve-ment thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing 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 paid by the part y____ making such sale, on demand, to the first part 108____ 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 inture to, and he obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto. and scale the day and year last above written. handS (SEAL) Orville L. Ray Kotherine Ray (SEAL) (SEAL) Katherine Ray (SEAL) STATE OF Kansas COUNTY OF Douglas A. D. 19.56. 1st day of August Be It Remembered, That on this. .. in the aforesaid County and State, Notary Public before me, a..... came Orville L. Ray and Katherine Ray, his wife. to me personally known to be the same person. who executed the foregoing instru-SOTARY ment and duly acknowledged the execution of the same. PUCLICIA IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written. Notary Public April 27 My Commission Expires.... Harold I. Dick

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