

This Indenture, Made this 27th day of August, 1956, Between James W. Gillispie and Mildred H. Gillispie, husband and wife

of Lawrence In the County of Douglas and State of Kansas

parties of the first part, and The Lawrence Building and Loan Association party of the second part.

for the sum of twelve hundred and no/100 DOLLARS

The south 15 feet of Lot One (1) and the north 20 feet of Lot Two (2) in Parker Addition, an Addition to the City of Lawrence,

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

Except a mortgage for \$5,000.00 to the Lawrence Building and Loan Association recorded September 19, 1955 and recorded in Book 110 at page 503 of the Record of the Register of Deeds of Douglas County, Kansas.

And the parties 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 same insured and cause interest against fire and tornado in such sum and by such insurance company as shall be specified and approved by the parties of the second part, the loss, if any, made payable to the party of the second part to the extent of the

twelve hundred and no/100 DOLLARS

according to the terms of one written obligation for the payment of said sum of money, executed on the 27th day of August 1956, and by its terms made payable to the party of the second part, with all interest thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event said party 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, it shall be void 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 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 party of the second part to 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 accruing therefrom and to sell the premises hereby conveyed, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the sums then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid to the party of the first part.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all covenants, conditions, stipulations, shall extend and have to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In witness whereof, the parties of the first part have hereunto set their hands and seals the day and year first above written.

James W. Gillispie (SEAL)
Mildred H. Gillispie (SEAL)

State of Kansas Douglas County



Notary Public, In the above County and State, I do hereby certify that on this 27th day of August, A. D. 1956, before me, James W. Gillispie and Mildred H. Gillispie, husband and wife.

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

Attest: My commission expires April 21, 1958

L. E. Eby Notary Public

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 6th day of January 1965. L. E. Eby, Secretary (Corp. Seal)

This record was entered on the original mortgage entered this 14th day of January 1965. Kenneth Beam Reg. of Deeds Deputy