

And, the said parties of the first part hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except for mortgage dated August 5, 1955 to The Lawrence National Bank, Lawrence, Kansas, for Seven Thousand Dollars 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 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 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 party Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of their interest. And in the event that said parties 100 of the first part shall fail to pay such taxes, or the same become due and payable or to keep said premises insured as herein provided, then the party 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty-Five Hundred and No/100..... DOLLARS,  
according to the terms of B..... certain written obligation for the payment of said sum of money, executed on the 10th.....

.....  
according to the terms of 2 certain written obligation for the payment of said sum of money, executed on the 10th day of August, 1956, and by its terms made payable to the part y 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 party ..... 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 parties of the first part shall fail to pay the same as provided in this indenture, that the said parties of the second part shall be fully discharged.

That said parties, ..... 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, or as so 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 upon the 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 or ... of the second part..... to take possession of the said premises and all the improvements thereon, and sell them by public auction, and receive the proceeds of sale, after deducting from the same the amount of principal monies owing, interest accrued thereon, costs and expenses incurred by him in connection therewith, and he may also sue for the balance of the purchase money, and retain the same until full payment has been received; and he shall have power to do all things needful to carry out his duty under this agreement, and he shall incur no liability except as herein expressed.

the said part y..... 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 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 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 hands and seal S the day and year last above written.

reunite <sup>2</sup> their hands <sup>3</sup> and seal <sup>4</sup> B. the day and year

*Jack A. Richards* (SEAL)  
Jack A. Richards (SEAL)

*Bernadette L. Richards* (SEAL)  
Bernadette L. Richards (SEAL)

STATE OF Colorado )  
DENVER COUNTY, ) ss.  
 BE IT REMEMBERED, That on this 11th day of August A. D., 1956  
 before me, a Notary Public in the aforesaid County and State  
 came Jack A. Richards and Bernedette L. Richards  
husband and wife,  
 to me personally known to be the same person, 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.  
 My Commission Expires April 21 1956  
Mary E. Mulloy  
 Mary E. Mulloy, Notary Public

Received for deposit 15.12.81 14.57 T.M.

RELEASE

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 30th day of July 1962.

Attest: Kenneth Rehmer Asst. Cashier.

THE LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS  
Howard Wiseman Vice-Pres. Mortgagee. Owner.

(Corp. Seal)

This release  
was written  
on the original  
mortgage

30 interest  
this day

of

19 Y 25

26.010 ✓

Richard A.  
Rest at home

P M T

124 James 12

✓ Completed

1.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$  2.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$  3.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$  4.  $\frac{1}{2} \times \frac{1}{2} = \frac{1}{4}$

1. *Journal of the American Medical Association*, 1997; 277: 1033-1038.

Figure 1

2000

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