

Including the rents, issues, and profits therefrom, except that the Mortgagors shall have the right to collect the rents, issues, and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said part..... 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 owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, **GEORGE FIRST MORTGAGE** dated August 31, 1954, to the said **Lawrence National Bank, Lawrence, Kansas for \$2700.00** 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 188 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 said real estate insured against fire and tornado in such sum and by such insurance company as shall be selected and directed by the part 188 of the second part, the fee, if any, made payable to the part 188 of the second part to the extent of the amount of the premium paid in the case of said part 188 of the first part shall fall to pay such taxes when the same become due and payable or to the extent of the premium received as herein provided, then the part 188 of the second part may pay said taxes and insurance, or other, and the mortgage 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 MORTGAGE is intended as a mortgage to secure the payment of the sum of **Thirteen Hundred & no/100** DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st day of September 1954 and by the terms made payable to the part 188 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 188 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 188 of the first part shall fail to pay the same as provided in this indenture.

And the Mortgagors shall be held if such payments be made as herein specified, and the obligation contained therein fully discharged, it shall be made to such payments in 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 building on said real estate is not kept up as provided herein, or if it is used for any purpose other than that for which it was intended, then the Mortgagors shall be held to the extent of the sum of money advanced by the part 188 of the second part, and all of the obligations provided for in said written obligation, for the recovery of which this Mortgage is given, shall immediately become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the part 188 of the second part to take possession of the said premises and all the improvements thereon, and to have a receiver appointed to collect the rents and profits and to sell the premises, thereby, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to satisfy the principal sum of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the part 188 of the second part, making such sale, as demand, to the first part 188.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all transfers thereof, shall extend and bind to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In WITNESS WHEREOF, the part 188 of the first part has hereunto set their hand and seal the day and year last above written.

Edwin E. Robbins (SEAL)
Mary E. Robbins (SEAL)
 Mary E. Robbins (SEAL)

STATE OF KANSAS }
 DEWELL COUNTY, } ss.
 BE IT REMEMBERED, That on this 1st day of September A. D. 1954,
 before me, a Notary Public in the State of Kansas, and State,
 personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.
 appeared **Edwin E. Robbins and Mary E. Robbins, his wife**
 and they have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

JOHN F. PETERS, Notary Public

Recorded September 5, 1954 at 1:41 P.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 4th day of September 1959.

The Lawrence National Bank, Lawrence, Kansas
 John F. Peters, Cashier-Mortgagee.

Attest J. Underwood, Vice President

(Comp. Seal)

James H. Ball
James H. Ball