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MORTGAGE

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Boyles Legal Blanks - CASH STATIONERY CO., Lawrence, Kans.

This Indenture, Made this 10th day of February, in the year of our Lord one thousand nine hundred and Fifty-Seven, between Donald R. Hibner and Anna Mae Hibner, his wife, and Farrell L. Hibner and Erlene P. Hibner, his wife, of Lawrence, in the County of Douglas, and State of Kansas, part 1st of the first part, and Edna M. Slifer part 2nd of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of \$10,000.00 DOLLARS to them duly paid, the receipt of which is hereby acknowledged, have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 2nd of the second part, the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit: The NW 1/4 of Section 17; the SW 1/4 less one acre, in Section 8; the East 1/2 of the West 1/2 of the SW 1/4 of the NW 1/4 and 3 1/2 acres of the West 10 acres of the SW 1/4 of the NW 1/4 less 6 1/2 acres to Thurber in Section 8; beginning at the Southeast corner of the NW quarter of Section 8, thence North to center of public road, thence West with said road 36 rods, thence South 26 rods to South line of said NW quarter, thence East to point of beginning; all of the above described land being in Township 14, Range 18.

with the appurtenances and all the estate, title and interest of the said part 1st of the first part therein. And the said part 1st of the first part do hereby covenant and agree that at the delivery hereof they, the lawful owner of the premises above granted, and legal heirs and assigns, shall defend the same against all parties making lawful claim thereon. And one for \$4,000.00, dated 2-24-57, to Douglas Co. Sheriff, to which this mortgage is subject and inferior, 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 1st 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 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 part 2nd of the second part; the loss, if any, made payable to the part 2nd of the second part to the extent of their interest. And in the event that said part 1st 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 2nd 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 \$10,000.00 DOLLARS according to the terms of certain written obligation for the payment of said sum of money, executed on the 19th day of February, 1957, and by terms made payable to the part 2nd 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 2nd 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 1st of the first part shall fail to pay the same as provided in this indenture.

And this covenant 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 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 covenant shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the recovery 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 2nd 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 thereupon 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 1st of the first part, on demand, to the first part 2nd.

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 1st of the first part has hereunto set their hands and seal on the day and year last above written.

Donald R. Hibner (SEAL)
Anna Mae Hibner (SEAL)
Farrell L. Hibner (SEAL)
Erlene P. Hibner (SEAL)