with the appurtenances and all the estate, title and Interest of the said parties of the first part therein. And the said part estate of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above gravitel, and asized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; no exceptions 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 is said real estate when the same becomes due and payable, and that they Will here the buildings upon said real estate insured against fire and tornado in such rum and by such insurance company as shall be specified and directed by the part y of the second part, the first part and leaf in the event due that at all the same descented to a second part to be first part and in the event that said part 1005 of the first part shall at lease insured as herein provided, then the part y of the second part to be first part all fail to pay such taxes when the same add insurence on either, and the amount to paid shall become is part of the indebredness, secured by this indent ure, and shall be interest and insurance on either, and the amount in part shall be come is part of the indebredness, secured by this indent ure, and shall be interest at the rest of 056 from the date of payment until fully repaid. THIS GRANT is intended as a mortgage to secure the payment of the sum of Eleven Hundred & no/100 DOLLARS. ada of January 1958, and by 125 terms made paysible to the part Y of the second part y of the second part to the indebredness, second part to the indebredness, second part of the indebredness, second part to the part of the indebredness, second part to the part of the indebredness, second part to the part of the indebrednes, second part to
of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; no exceptions 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 here the buildings upon said real estate insured against first and transdo in such up and by such insurance company as shall be specified and directed by the part y of the second part, the first part shall fail to pay such taxes when the same becomes due and payable, and that they Will interest. And in the event that said part 1000 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 y of the second part nei pay said taxes and insurance, or éther, and the amount to paid shall become a part of the indebtedness, secured by this indent ure, 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 scure the payment of the sum of Eleven Hundred & no/100 DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13ths. day of January 1458, and by 158, terms made payable to the part X of the second part, with all interest accounting thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the
no exceptions 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 first and real estate when the same becomes due and payable, and that they Will interest. And in the event that said part 100 of the first part shall fail to pay such taxes when the same becomes due and payable, and that they Will interest. And in the event that said part 100 of the first part shall fail to pay such taxes when the same become due and payable to its beap said premises insured as herein provided, then the part y of the second part said taxes and insurance, or either, and the emount to paid shall become a part of the indebtedness, secured by this indent ure, 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 Eleven Hundred & no/100 DOLLARS, according to the terms of <u>a</u> certain written obligation for the payment of said sum of money, executed on the <u>112h</u> . day of <u>January</u> <u>1758</u> , and by <u>118</u> terms made payable to the part <u>X</u> of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the
It is agreed between the parties hereto that the part 103 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 first next sum during the life of this indenture, pay all taxes, there the buildings upon said real estate insured against first next sum due payable to the part. y_{-} of the second part, the loss, if any, made payable to the part y_{-} of the second part to the second part, the loss, if any, made payable to the part y_{-} of the second part to the second part, the part y_{-} of the second part to the second part is the part y_{-} of the second part to the second part is the part y_{-} of the second part may pay said the taxes and insurance, or either, and the amount to the part y_{-} of the second part is the part taxes and insurance, or either, and the amount until fully repaid. THIS GRAWT is intended as a mortgage to secure the payment of the sum of Eleven Hundred k no/100 DOLLARS, second in the terms of a certain written obligation for the payment of said sum of money, executed on the 13ths. day of January 1958, and by its terms made payable to the part y_{-} of the second part, with all interest according to the terms of according to the terms of said by the part y_{-} of the second part is the second by the part y_{-} of the second part y
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 part y of the second part, the long. If any, made payable to the part y, of the second part to the estimate of 10% of the second part, the pay such taxes and insurance, or either, and the amount to paid shall become a part to the second part, the pay y of the second part to the second part the pay such taxes and insurance, or either, and the amount to paid shall become a part of the indebtedness, secured by this indent ure, and shall be 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 ELEVEN Hundred & no/100 DOLLARS, second to the terms of a certain written obligation for the payment of said sum of money, executed on the 13ths day of January 1958, and by its terms made payable to the part Y of the second part, with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the
keep the buildings upon said real estate insured against fire and tormado in such sum and by such insurance company as shall be specified and directed by the part y of the second part, the loss, if any, made payable to the part y , of the second sect the state of 10% from the date of payble to the second part, the part y of the second part, the part y of the second part, the part y of the second second part, the part y of the second part, the part y of the second second part, the part y of the second second part of the second part may part to the second second second second part to the part y of the second second second second second second second part may part to the second
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per, will en interest account mereor account to the terms of selo congenories and each is secure any som or some or money sovenced by the
said part. Y 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 $\frac{195}{100}$ of the first part shall fall 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 faxes on said real state 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 premise, 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 <u>y</u> of the second part <u>its</u> <u>agents</u> <u>or</u> <u>assigns</u> to take possession of the said premises and all the improve- ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereform; and to sail the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arting from such sale to retain the amount then unpeld of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be,
what be paid by the 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 benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successor of the respective perite hereto.
In Witness Whereof, the part 10.0 of the first part ha VC. hereunto set their hand 5 and seal the day and year
Last above written.
(SEAL)
Andre a martin a section & a section of the section
and the second
state of Kansas
Douglas COUNTY,
BE IT REMEMBERED, That on this 13thl day of January A. D. 1958.
before me, John P. Peters
to me personally known to be the same persons who executed the foregoing instrument of writing,
and duly acknowledged the execution of the same. IN WITNESS WHEREOF, "Dave herebono subscribed my name and affixed my official same on the day and
year last above variation. My Commission expires January 8 19 59 John P. Peters Notary Public
Ay Commission expires Galidaty C

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A MARCEN

Attack to

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Recorded January 15, 1958 at 1:05 P.M

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