with the appurtenances and all the estate, title and interest of the said partles of the first part therein. And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof they arthe lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that $\pm t \eta e y$,will warrant and defend the same against all parties making lawful claim thereto. and that ULDY 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 fifs of this indenture, pay all taxes

and assessments that may be levied or assessed against said real estate when the same becomes due and psysile, and that the y all taxes are assessments that may be levied or assessed against said real estate when the same becomes due and psysile, and that the y are taken the buildings upon said real estate insured against fire and torrade in such such assess may be taken by are taken the same back the part Y of the second part, the loss, if any, made payable to the part Y of the second part to the extent of 10.5 states and provided, then the part Y of the second part may pay said taxes and payable to the part Y of the second part to the extent of 10.5 states and provided, then the part Y of the second part may pay said taxes and haurance, or either, and the amount until fully repard.

THIS GRANT is intended as a mortgage to secure the payment nt of the sum of Seventy-Cive hundred and no/100------ DOLLARS

according to the terms of ODB certain written obligation for the payment of said sum of money, executed on the 28th day of January part, with all interest January 19.58; and by its terms made payable to the part Y of the second with all interest according to the terms of said obligation and also to secure any sum or sums of money advanced by the of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event said part y

That said part 1.0.5. 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 defail 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 its 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 meture and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said pert. y of the second pert. 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 therefrom, and to sail the premises hereby granted, or any pert thereof, in the manner prescribed by law, and out of all moneys arking 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. I making such sale, on demand, to the first part 1.0.5

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 part1.0.3..... of the first part ha.V.O.... hereunto set. their hand S and seal S the day and year

holand) . Roney (SEAL) (SEAL) Cl. C. C. Land De tot dt. C. C. Roney (SEAL) (SEAL) DEL JER JER JER JER MET NE Kanas STATE OF SS Douglas. COUNTY. BE IT REMEMBERED, That on this ______28th day of Janu: ry, a Notary Public in and L. E. Eby before me, Roland E. Roney and Cecile B. for said County and State, .came THE DESCRIPTION OF THE OWNER Roney, husband and wife. to me personally known to be the same person S who executed the foregoing instrument of writing, 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

E.

11:

April 21 1958

Notary Public

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