

with the appurtenances and all the estate, title and interest of the said part y... of the first part therein.

And the said part y... of the first part do hereby covenant and agree that at the delivery hereof... he... the lawful owner... of the premises above granted, and released of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

No Exceptions

and that he... will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part y... 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 he 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 loss, if any, made payable to the part y... of the second part to the extent of... And in the event that said part y... 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 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 FOUR THOUSAND & no/100 * * * * * DOLLARS.

according to the terms of... certain written obligation for the payment of said sum of money, executed on the 11th day of June 1958, 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 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 y... 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 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 mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the part y... of the second part its agents or assigns to take possession of the said premises and all the improvements thereon, to let the same provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom and to sell the same in whole or in part, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to pay to the part y... of the first part the principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid to the part y... making such sale, on demand, to the first part y...

And the parties hereto do hereby certify that the terms and provisions of this indenture and each and every obligation therein contained, and all the covenants and conditions herein contained, and the obligations upon the heirs, executors, administrators, personal representatives, assigns and assigns of the venditor parties hereto.

In the presence of the part y... of the first part he his herunto set his hand and seal the day and year first above written.

Clifford E. Rose (SEAL)
Clifford E. Rose (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas

Douglas COUNTY,) ss.

BE IT REMEMBERED, that on this 11th day of June A. D. 19 58
before me, Howard Wiseman, a Notary Public in and
for said County and State, came Clifford E. Rose, a single

to me personally known to be the same person 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 April 15th 19 62

Howard Wiseman Notary Public

Howard Wiseman

Notary Public

Harold A. Beck Register of Deeds

I, Clifford E. Rose, hereby acknowledge the full payment of the debt
secured by the within mortgage, and do hereby certify to the discharge of this mortgage of record.

Witness my hand and seal, this 11th day of June, 1958.
Howard Wiseman, Notary Public.

Notary Public
in the State of
Kansas
this 12th day
of June
19 58

Harold A. Beck
Reg. of Deeds

By James A.
Deputy