

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-two Thousand and no/100 ----- Dollars, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 4th day of September, 1958, and by its terms made payable to the party 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 party 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 party 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 said party of the second part, its successors or assigns, 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 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 party making such sale, on demand, to the first party.

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 successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this mortgage to be signed on its behalf by its President, who has been duly authorized to do so, and has caused its common seal to be hereunto affixed, the day and year last above written.



James K. Hitt

GAMMA OMICRON, INCORPORATED,  
a Kansas Corporation,

By James A. Spears  
President  
James A. Spears

State of Kansas, Douglas County, ss.  
Be It Remembered, That on this 4th day of September 1958, before me, the undersigned, a notary public in and for the County and State aforesaid, came James A. Spears, president of Gamma Omicron, Incorporated, a corporation duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, and James K. Hitt, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Notary Public, Term expires June 5 1962

Recorded September 5, 1958 at 1:45 P.M.

Register of Deeds