

STEWART, PETERISM & POSTMA
ATTORNEYS
LAW OFFICES
LAWRENCE, KANSASMORTGAGE

68184 BOOK 120

THIS INDENTURE, Made this 23rd day of December, 1958, between Ella Kapfer, a single woman, of the City of Lawrence, in the County of Douglas, State of Kansas, party of the first part and Joseph W. Kapfer and Eleanor R. Kapfer, his wife, as joint tenants with right of survivorship, and not as tenants in common, parties of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of \$1.00 and the further covenants, agreements, and advancements hereinafter specified to her duly paid, the receipt of which is hereby acknowledged, has sold and by these presents does grant, bargain, sell and mortgage to the said parties of the second part, their assigns and the heirs and assigns of the survivor of them, forever, the following described real estate situated and being in the County of Douglas, and State of Kansas, to-wit:

The North Half of Lot 10 and all of Lot 11 in Block 12
in University Place, an addition to the City of Lawrence,
Douglas County, Kansas,

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the 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 she will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party 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 she will keep the buildings upon said real estate insured against fire and extended coverage in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said party 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 parties 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 any sum or sums of money which may be advanced by the parties of the second part to the party of the first part at date hereof or from time to time as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid at the rate of 4% per annum; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the party of the first part, by the parties of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said parties of the second part, their assigns, and the heirs and assigns of the survivor of them, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the