

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 ES. hereby covenant and agree that at the delivery hereof it 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Thirty-five thousand and no/100 -

According to the terms of one certain written obligation for the payment of said sum of money, executed on the 26th day of June 1959, and by its terms made payable to the 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.

If this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged, no 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 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 any 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 Y of the second part

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 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 part Y.

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, this part V of the first page of this instrument caused this instrument to be executed on its behalf

THE COMMONWEALTH LAWRENCE THEATRE CORPORATION  
a Kansas corporation.  
by Richard H. Orear (SEAL)  
Richard H. Orear, President (SEAL)  
(SEAL)