

duly authorized to do business in the State of Kansas in such sum as shall be specified and directed by party of the second part, the loss, if any, made payable to the party of the second part to the extent of his interest. 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 such premises insured as herein provided, then the party of the second part may pay such 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 ten percent from the date of the payment until fully repaid.

This grant is intended as a mortgage to secure the payment of the sum of Twenty Thousand Dollars (\$20,000.00) according to the terms of one certain written obligation for the payment of said sum, executed on the 5 day of January, 1961, and by its terms made payable to the party of the second part or his order, 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 obligations contained herein be fully discharged. If default be made in said payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on such 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 thereof, without notice, and it shall be lawful for the said party 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