

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

And the said party of the first part do 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.

and that it 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 it 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 its interest. 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 Nine thousand and no/100 - - - -

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 21st day of October 1963, and by its terms made payable to the part Y of the second party, 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 party 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 party 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 any 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 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 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 of this indenture 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 profits 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 the 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 said Y making such sale, on demand, to the first part of this indenture.

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, the party of the first part has hereunto set its hand and seal the day and year last above written.

ATTEST:

Marvin W. Rogers, Secretary

HIRO, INCORPORATED, A CORPORATION (SEAL)

by Paul J. [Signature] (SEAL)

Carl Hird, Jr., President

(SEAL)

**ACKNOWLEDGEMENT**—Corporation

(No. 29)

F. J. BOYLES, Publisher of Legal Blanks, Lawrence, Kansas

State of Kansas

Douglas

County, ss.

Be It Remembered, That on this 21st

day of \_\_\_\_\_ October

19 63

before me, the undersigned, a \_\_\_\_\_ notary public

came Carl Hird, Jr.

President of Hird, Incorporated

virtue of the laws of Kansas, a corporation duly organized, incorporated and existing under and by  
Secretary of said corporation, Marvin W. Rogers

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 such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In Testimony Whereof

In Testimony Whereof, I have hereunto set my hand and affixed my official

Seal the day and year last above written

official

Notary Public, Term expires

June 17

19 65

Harold A. Beck Register of Deeds

2  
January  
1904  
H. A. A. A. A.