

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 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 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 Three thousand five hundred and no/100 ----- DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 28th day of December 19 64, and by its terms made payable to the part 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.

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 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 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 surplus, if any there be, shall be paid by the part y making such sale, on demand, to the first part.

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

AMERICAN REAL ESTATE, INCORPORATED (SEAL)

By Robert J. Cherry (SEAL)

Robert J. Cherry, President (SEAL)

(SEAL)

ACKNOWLEDGMENT—Corporation

THE FIRST NATIONAL BANK, LAWRENCE, KANSAS

State of Kansas, Douglas County, ss.

Be It Remembered, That on this 28th day of December 19 64

before me, the undersigned, a Notary Public in and for the County and State aforesaid

came Robert J. Cherry, President of American Real Estate, Incorporated

a corporation duly organized, incorporated and existing under and by

virtue of the laws of Kansas

~~known to me~~ who ~~is~~ personally known to me to be such officer, and who ~~is~~ personally known to me to be the person who executed, as such officer, the within instrument of writing on behalf of such corporation, and such person 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 official Seal the day and year last above written.

Notary Public, Term expires June 17 19 65

Recorded December 29, 1964 at 8:44 A. M.

Harold A. Beck Register of Deeds

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 4th day of October 1965.

The First National Bank of Lawrence Lawrence, Kansas
Mortgagee. Owner.

By E. B. Martin, Vice President

(Corp. Seal)

This money was
paid on the original
mortgage

this 4
of October
19 65

Janice Chan
Register of Deeds
by E. B. Martin
Vice President