

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner s of the premises above granted and sized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

220

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies 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 they 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 ordered 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 ies 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.

THIS GRANT is intended as a mortgage to secure the payment of the sum of  
Four Thousand Two Hundred (\$4,200.00)-

DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th

day of December 19 63 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 ies 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 hereby, 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 a 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 use the proceeds hereby granted or any part thereof, in the manner provided 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 overplus, if any, there be, shall be paid by the part Y making such sale on demand, to the first parties.

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 ies of the first part have hereunto set their hands and seals the day and year last above written.

(SEAL)

KERMIT M. BEAL

(SEAL)

SUE ANN BEAL

(SEAL)

STATE OF Kansas  
Douglas

COUNTY ss.

BE IT REMEMBERED, That on this 6th day of December A.D. 1963  
before me, a Notary Public in the aforesaid County and State,  
came Kermit M. Beal and Sue Ann Beal, his wife

to me personally known to be the same person S who executed the foregoing instrument and duly  
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and  
year last above written.

My Commission Expires

1967

Judith K. Gilges

Notary Public

ASSIGNMENT

Recorded March 30, 1966 at 4:45 P.M.

Jessie Beem

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 7th day of September 1967.

The Lawrence National Bank  
Howard Wiseman Vice President  
Mortgagee. Owner.

Attest: L.R. Coffey, Assistant Vice President  
(Corp. Seal)

This release  
was written  
on the original  
mortgage

entered  
this 8 day  
of September  
1967

Jessie Beem  
Reg. of Deeds  
By: Sue Norstytter  
Deputy