1

Reg. No. 1,187

MORTOAGE BOOK 143 4781 (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence Kan as 8th day of This Indenture, Made this April , 19 66 between Eldon P. Miller & Ruth Ann Miller, his wife Kansas and State of ... part y of the second part. Witnesseth, that the said part 100 ... of the first part, in consideration of the sum of TWENTY FOUR HUNDRED & no/100 # # # # # # DOLLARS to them duly paid, the receipt of which is hereby acknowledged, ha ve sold, and by this indenture do......GRANT, BARGAIN, SELL and MORTGAGE to the said party..... of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Beginning at a point 880 feet South and North 89° 20' East 397.5 feet of the Northwest corner of Section Iwelve (12), Township Thirteen (13) South, Range Nineteen (19) East of the 6th Principal Meridian for the point of beginning, thence North 121 feet parallel with the West line of said Section, thence South 89° 20' West 1 00 feet, thence South 121 feet parallel with the West line of said Section, thence North 89° 20' East 100 feet to the point of beginning: subject to a public read 100 feet to the point of beginning; subject to a public road across the South 15 feet thereof. Less 20 feet on South for Street purposes. Rent Assignment: Including all rents, issues and profits thereof, provided however that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder. with the appurtenances and all the estate; title and interest of the said part. *** of the first part therein. And the said part 185 of the first part do of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, No exceptions and that they will warrant and defend the same against all parties making lawful claim thereto. ed between the parties hereto that the part Les of the first part shall at all times during the life of this indenture, pay all taxes THIS GRANT is intended as a mortgage to secure the payment of the sum of TWENTY FOUR HUNDRED & no/100 * DOLLARS day of April 19.66, and by its terms made payable to the part V 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 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 parties 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 shall be lawful for The pixer, that minimum sets and part its agents or assigns. To take possession of the said premises and all the improve-ments thereon in the meaner provided by law and to have a receiver appointed to collect the remis 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 overplus, if any there bes shall be paid by the part y making such sale, on demand, to the first part 1.23 It is agreed by the partiet 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 Wilness Whereof, the part 105 of the first part have hereunto set their Elden Millelle (SEAL) (SEAL) Luce ann Meller (SEAL) (SEAL)

24