

Sec.

5-1

The West Three teet of Lot 7h, all of Lot 76. Not 78 and Lot 80 on the south side of Pickney Street (now 6th Street) in Block No. 55 in that part of the city of Lawrence known as West Lawrence, Douglas County, Kansas.

Including the rents, dissues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder; and Mortgagor hereby agrees that in the event of default hereunder the period of redemption shall be reduced to six (6) months

with the appurtenances and all the estate, title and interest of the said party....of the first part therein. of the premises above granted, and seized of a good and Indefessible estate of inheritance therein, free and clear of all incumbrances, 🤊

> no exceptions and that 11 will warrant and defend the same against all parties making lawful claim thereto.

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 said real estate when the same becomes due and payable, and that it will directed by the part y of the second part, the loss, if any, made payable to the part y of the second part of the second part, the loss, if any, made payable to the part y of the second part of the list part shall fail to pay such taxes when the same become due and payable or to keep asid premises insured as herein provided, then the part y of the second part may pay said taxes and insurance, or either, and the emount so paid shall become a part of the indebtedness, secured by this indenture, and shall beer 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 Fifty-four Thousand and no/100-------- DOLLARS

according to the terms of one certain written obligation . for the payment of said sum of money, executed on the 20th 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

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 unpeid, 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 its agents or assigns to take possession of the said premises and all the impro ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale retain the emount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there is shall be paid by the part $\mathbb{Y}_{\mathbb{Y}}$ making such sale, on demand, to the first part $\mathcal{Y}_{\mathbb{Y}}$

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 here, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

BX: Henry & Drave-In, Dichulul (SEAL) BY: President (SEAL) (SEAL) SEAL (SEAL) Secretary (SEAL)

STATE OF ILLINOIS 55. COOK COUNTY, 1000 0811 A. D., 1966. BE IT REMEMBERED, That on this ... _____ 26th _____ day of _____ April In the storessid County and State, before me, a ... Notary Public NOTAL came Melvin B. Ehrlich and Henry Reiner, President and Sacretary, respectively of Henry's Drive-In, Inc. Co. to me personally known to be the same person@..... who executed the foregoing instrument and duly acknowledged the execution of the same. n r " (N184 Benjamin H. Rabin IN WITNESS WHEREOF, I have here rial seal on the day and 19.68 My Commission Expires April 10 Notery Public Janue Beam Register of Deeds

Recorded May 2, 1966 at 2:30 P.M.