Reg. No. 1,439 Fee Paid \$6.25 MORTGAGE BOOK 144 5943 (No. 521) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas This Indenture, Made this ______ tenth _____ day of _____ August _____, 19.66 between E. W. Snavely and Frances Snavely husband and wife of _____ Lawrence _____, in the County of _____ Douglas _____ and State of _____ Kansas ____ Witnesseth, that the said parties..... of the first part, in consideration of the sum of Two Thousand Five Hundred and 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 part Y..... of the second part, the Kansas, to-wit: The South Half of Lot 12, less the East 50 feet thereof. in Addition 11 in that part of the City of Lawrence known as North Lawrence. Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default with the appurtenances and all the estate, title and interest of the said part ies of the first part therein. And the said part ics of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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. It is agreed between the parties hereto that the part ICS 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 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 is low of the first part shall fail to pay such taxes when the same become due and payable, and that they will 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 11S and part 1.CS of the first part shall fail to pay such taxes when the same become due and payable or to keep 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 IN according to the terms of One certain written obligation for the payment of said sum of money, executed on the tenth --- DOLLARS day of August 19.66, 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 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 pald 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 abolute and the whole sum remeining 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 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 improve-ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereform; 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 be, shall be paid by the part ies making such sale, on demand, to the first part Y. It is spreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits eccruing 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 Enclose curry E. W. Snavely (SEAL) (SEAL) I Trances Stavely (SEAL) T