MORTGAGE BOOK 144 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas (No. 52K) 6117 , 19.66 between This Indenture, Made this ..... Hird Incorparated

part y ..... of the second part.

Witnesseth, that the said part , of the first part, in consideration of the sum of Sixteen Thousand & no/100 - DOLLARS

this indenture do...... GRANT, BARGAIN, SELL and MORTGAGE to the said part ...... of the second part, the following described real estate situated and being in the County of Dauglas and State of Kansas, to-wit:

Lot Thirty-siz (36), in Elist Two (3), in Edgen id Firl All'Ation

Number Three, an Addition to the City of Lawrence, as shown as th

recorded plat thereof. 100

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Including the mosts, issues and profile therefore a point it with the rest.

with the appurtenances and all the estate, title and interest of the said part ... of the first part therein.

And the said part Junior of the first part do an hereby covenant and agree that at the delivery hereof of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that  $\frac{1}{2}$  will warrant and defend the same against all parties making lawful claim thereto It is agreed between the parties hereto that the part \_\_\_\_\_ 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 11 113 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. If the second part, the loss, if any, made payable to the part of the second part to the extent of 11 to interest. And in the event that said part 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 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 until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

Attest Ilania U. Rogers

said part. Junior 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 , 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 paid when the same become due and payable, 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 immédiately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for

the said part, of the second part to take possession of the said premites 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 therefrom; and to sail 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 , 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 enefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, signs, and successors of the respective parties hereto.

In Witness Whereof, the part , of the first part ha hand \_\_\_\_\_ and real \_\_\_\_ the day and year He when willing, the second se (SEAL) Can Air De (SEAL)

(SEAL)

(SEAL)