14 1 21 366 366 hereby covehant and agree that at the delivery hereof of the premises above granted, and seized of a good and indefeasible estate of inheritance therain, free and clear of all incumbrances, and that 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 keep the buildings upon said real estate inkurde against lise and tornado in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part of the second part to the extent of interest. And in the event that said part is 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 according to the terms of ______ certain written obligation for the payment of said sum of money, executed on the of the first part shall fail to pay the same at provided in this indentures that said part And this conveyance shall be void if such payments be made as provided in this moments. 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 payatele 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 premise, 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 of the second part 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 therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys erising 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 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 Wirness Whereof, the part of the first part ha hereunto set last above written. hand ... and seal the day and year (SEAL) Dersteine E. Dard (SEAL) (SEAL) STATE OF KENERS SS. COUNTY, IT REMEMBERED, That on this 20kh. day of August A. D. 1950 before me, a Notany Public in the aforesaid County and State. came Robert W. Hird and Derthone F. Mird, humband and uife_ BE IT REMEMBERED, That on this who executed the foregoing inst to me personally known to be the same personal acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed my heme, and offixed my official seal on the day and year last above written. JARLARY 8 19 67 My Commission Expires Notary Public e Been Recorded August 31, 1966 at 4:07 P.M. 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 sixth day of July 1970 Mortgagee. Owner.