

Earl Robert Slapar and Darlene H. Slapar by deed of even date with these presents which are given to secure the payment of part of the purchase money of the said premises.

Said parties of the first part do hereby covenant and agree that at the delivery of this instrument 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 except the above described mortgage and that they will warrant and defend the same against all claims whatsoever.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

Said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of Three Thousand Four Hundred and no/100 Dollars (\$3,400.00) in some insurance company satisfactory to said mortgagee.

Provided, always, and these presents are upon this express condition, that whereas, said Lawrence V. Nixon and Rilla Nixon have this day executed and delivered their certain promissory note in writing to said parties of the second part, of which the following is a true copy:

"MORTGAGE NOTE

Lawrence, Kansas, September 15, 1966

For value received, the undersigned promise to pay to the order of Earl Robert Slapar and Darlene H. Slapar, or the survivor of them, at the home of Earl Robert Slapar, Eudora, Kansas, the sum of Three Thousand Four Hundred and no/100 Dollars (\$3,400.00), with interest thereon at the rate of six per cent (6%) per annum. The principal and interest shall be payable in installments as follows: Fifty Dollars (\$50.00) on the 15th day of September, 1966, and a like sum on or before the 15th day of each and every month thereafter until the entire indebtedness hereunder, including principal and interest, is paid in full.