BORTRAGE 6439 BOOK 145 Mie. 520 The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas 30th. This Indenture, Made this .... Leater L. Massey, also known as Lester Massey, and Eula E. Massey, also known as Eula Massey, husband and wife, of \_\_\_\_\_\_ Douglas \_\_\_\_\_\_ and State of \_\_\_\_\_\_ Kansas parties of the first part, and ... Kaw Valley State Bank, Eudora, Kansas party ..... of the second part. Witnesseth, that the said part ies .... of the first part, in consideration of the sum of to them duly paid, the receipt of which is hereby acknowledged, ha. Y.E. sold, and by this indenture do. ..... GRANT, BARGAIN, SELL and MORTGAGE to the said part .y.... of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lots Eleven (11) and Twelve (12) in Block Sixty-four (64), in the City of Eudora, Kansas; also Lots Seven (7) and Eight (8), the North Half of Lot Nine (9), the North Half of Lot Twelve (12), and all of Lots Thirteen (13) and Fourteen (14), in Block Seventy-five (75) in the City of Eudora with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said part 105 ... of the first part do ... hereby covenant and agree that at the delivery hereof they are the lawful own ses above granted, and seized of a good and indefessible estate of inheritance therein, free and clear of all incumbr 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 1.85 ..... 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 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  $y_{...}$  of the second part, the loss, if any, made payable to the part  $y_{...}$  of the excond part to the extent of  $1 \pm 5$  interest. And in the event that said part 1265, of the first part shall feil to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part  $y_{...}$  of the second part to the extent of  $1\pm 5$  interest. 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 Eighty nine hundred and no/100 - ---------- Dollars, according to the terms of ORE certain written obligation for the payment of said sum of money, executed on the day of September 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 that said part ... 1.05... 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 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 y \_\_\_\_\_\_ 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 125 making such sale, on demand, to the first part 125 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 perties hereto. In Witness Whereof, the part 108 of the first part have hereunto set their hands, and seals the day and year Lister Lester L. Massey (SEAL) - Eula & Massey (SEAL) (SEAL) (SEAL)