

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

And the said part les 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, except prior mortgage in the amount of \$12,000.00 to The Lawrence National Bank, Lawrence, Kansas.

It is agreed between the parties hereto that the part les of the first part shall at all times during the life of this instrument 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 they be specified and directed by the party of the second part, the loss if any, made payable to the party of the second part to the extent of 11% of the first part shall fail to pay such taxes when the same become due and payable or to keep said buildings insured as herein provided, then the party 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 instrument, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS DEED IS INTENDED AS A RECEIPT TO SECURE THE PAYMENT OF THE SUM OF THREE THOUSAND FOUR HUNDRED FIFTY AND 00/100 DOLLARS according to the terms of the certain written obligation for the payment of said sum of money, executed on the 10th day of December, 1960, and by the terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation, and also to liquidate any lien or sum of money advanced by the said part les of the second part to pay for any out-of-pocket taxes with interest thereon as herein provided, in the event that said part les of the first part shall fail to pay the same as provided in this mortgage.

And this conveyance shall be void if such payments be made as herein required, and the obligation contained therein fully discharged, if default be made in such payments solely part les of the first part, or any of them, or if the insurance is not kept in force as provided herein, or if the buildings or 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 null and void, and all of the obligations provided for in such written obligation for the security of which this instrument 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 les of the second part to take possession of the said premises and all the improvements 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 and the proceeds of the sale thereof, and out of all moneys arising from such sale to retain the amount then required to liquidate and interest thereon with the costs and charges incident thereto, and the surplus if any, there be, shall be paid to the said part les of the first part.

It is agreed by the parties hereto that the terms and provisions of this instrument and gain and every provision therein contained, and all benefits accruing therefrom, shall extend and inure to and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and assigns of the parties hereto.

In Witness Whereof, the part les of the first part, do hereby set their hand and seal, the day and year first above written.

Carl O. Kirk (SEAL)
Dorothy M. Kirk (SEAL)
 (SEAL)
 (SEAL)

STATE OF KANSAS
 DOUGLAS COUNTY
 BE IT REMEMBERED, That on this 16th day of December A. D. 1966
 before me, a Notary Public in the aforesaid County and State,
 came Carl O. Kirk and Dorothy M. Kirk
 to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.
 IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.
 My Commission Expires Dec 23 1967
Lewis R. Coffey
 Lewis R. Coffey, Notary Public

Recorded December 20, 1966 at 2:20 P.M.

Yancey Beem 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 12th day of June 1967

The Lawrence National Bank
 by Geo. H. Ryan Vice President Mortgagee.

Attest: L.R. Coffey, Asst. Vice President
 (Corp. Seal)

This release was written on the original mortgage entered this 12th day of June 1967
Yancey Beem
 Reg. of Deeds
 Deputy