490 THIS GRANT is intended as a mortgage to secure the payment of the sum of SIXCEEN thousand and no/100 according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the 16th day of FEDERIARY 19 67, and by 115 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 said part y _____ of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that reid part y ______ of the first part shall fail to pay the same as provided in this indenture. That read party of the text part and the to pay he same as provided in the notified. 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 to 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 state are not kept in as good repair as they are now, 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 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 postession of the said premises and all the improve-ments thereon in the memor provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and fo rell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such alle 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, be paid by the part y making such sale, on demand, to the first part yIt is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all nellis accurring thereform, shall extend and invite to, and be obligatory upon the heirs, executors, administrators, personal representatives, Winless Where the part V of the first part ha S hereunto set its hand and seal the day and year NE SEAL WESTERN HOME BUILDERS, INC. (SEAL) By: helat 7 Elder, President (SEAL) (SEAL) By : Markacht By://www. Michael L. Jamison, Secretary (SEAL) 10 STATE OF Kansas Dodglas COUNTY, SS. BE IT REMEMBERED, That on this 16th day of February 19 67 before me, the undersigned, a notary public in and for the County and State aforesaid, came Robert L. Elder , president of . Western Home Builders, Inc. , a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas , and Michael L. Jamison Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of Seal theoley and year last above written. Notary Public, Term expires April 10 1969 COUNT Recorded February 20, 1967 at 10:28 A.M. Janue Been Register of Deeds RELEASE t 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 22 day of June 1967 THE FIRST NATIONAL BANK OF LAWRENCE, LAWRENCE, KANSAS Warren Rhodes, President Mortgagee. Owner. (Corp.Seal)