601 Fee Paid \$25.00 7845 BOOK 145 This Indenture, Made this 27th. day of February , 19 67 betw Mrs. Emma Jean Nuffer, a single person and Herbert M. Miner and Helen I. Miner, , 19 67 between husband and wife of _____ Eudora _____, in the County of Douglas and State of Kansas part les of the first part, and ... Kaw Valley State Bank, Eudora, Kansas part. y of the second part. Witnesseth, that the said part 108 of the first part, in consideration of the sum of Ten thousand & no/100------E_____E DOLLARS to.....them duly paid, the receipt of which is hereby acknowledged, ha Ye sold, and by following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lots Seven (7), Eight (8), Nine (9) and Ten (10), in Block One Hundred Thirty-Six (136), in the City of Eudora, in Douglas County, Kansas with the appurtenances and all the estate, title and interest of the said part ^{1es}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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, It is agreed between the parties hereto that the part 185 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 directed by the part Y_{--} of the second part, the loss if any, made payable to the part Y_{--} of the second part to the extent of 15S and part estate of the second part. The loss if any, made payable to the part Y_{--} of the second part to the extent of 15S and part estate insured against said real estate only and payable to the part Y_{--} of the second part to the extent of 15S and part. The part is all fail to pay such takes when the same become a part to the extent of 15S and part. The part Y_{--} of the second part to the extent of 15S and part. The part Y_{--} of the second part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment. THIS GRANT is intended as a mortgage to secure the payment of the sum of Ten thousand & no/100----rding to the terms of <u>ODE</u> certain written obligation for the payment of said sum of money, executed on the 27 bh. of <u>February</u> 19.67, and by 158 terms made payable to the part X of the second r, 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 day of February part, with all interest accruin that said part 105 of the first part shall fail to pay the same as provided in this indenture. that said part. A we of the first part 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 real estate are not paid when the same become give 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 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 possession of the said premises and all the improvethe said part. Y. of the second part to have a receiver appointed to callect the rents and benefits accruing therefrom and as receiver appointed to callect the rents and benefits accruing therefrom and as retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there b shall be paid by the part Y making such sale, on demend, to the first part 185. It is agreed by the partier hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits secruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives. In Wilness Whereaf, the part 100 of the first part he VE hereunto set their hand 3 and seal 5 the day and year last above written. The Mrs. Sima Jean Wirrefful (SEAL) Herbert M. Miner (SEAL) (SEAL) Helen I. Miner (SEAL) - 55. glas COUNTY. BE IT REMEMBERED, That on this 27th. day of February A. D., 1967. before me, a Notary Public in the aforesaid County and State, came Mrs. Emma Jean Nuffer, a single person and Herbert M. Miner AOTARY and Helen I. Miner, husband and wife -1.to me personally known to be the same person $\frac{S}{2}$, who executed the foregoing in acknowledged the execution of the same. AUBL IN WITNESS WHEREOF, I have her year last above written. IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written Acariella A. Duller Henrietta A. Fuller Non writte the origi Notary Public norigage Ganne Been Register of Deeds 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 9th day of October 1967. (Corp. Seal) KAW VALLEY STATE BANK, EUDORA, KANSAS Amaretta Wright, V.P. Mortgagee. mie Been