And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the level of or ove granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, No exceptions 1

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and that they will warrant and defend the same, against all postes making lawful claim thereto It is agreed between the parties hereto that the part 105 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 $\frac{they}{11}$ will keep the buildings upon said real estate insured against fire and treado in such same becomes due and payable, and that $\frac{they}{11}$ will directed by the party of the second part, the lost, if any, made payable to the part by such insurance company as shall be specified and directed by the party of the second part to the estim of the life of the second part to the estim of the second part may pay said taxes and insurance; cr either, and the amount to part to the indebtedness, secured by this indent and the second part interest at the rate of 10% from the date of payment until fully repsid.

THIS GRANT is intended as a mortgage to secure the 'de nent of the sum of Five Thousand Two Hundred and no/100 .-----DOLLARS,

according to the terms of ONC certain written obligation for the payment of said sum of moviey, executed on the 15th day of March 19.67, and by 1ts terms made payable to the part 2 of the second part, with all interest accruing Thereon accordings to the terms of said obligation and also to secure any sum or sums of morey advanced by the that said part I.C.S ... of the first part shall tail to pay the same as groupded in this indentures

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully disch if default be made in such payments or any part thereif or any obligation created thereby, or interest theraph, or if the taxes on as eater 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 o real estate are not kept in as good repair as they are now, or if waste is committed on said parenises, then this conveyance shall become at and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the secure at is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawd

"the said part Y of the second part its agents or as signs to take possession of the said premises and eil the impro-ments thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom and "sell the premises hereby granted, of any part thereof, in the manner prescibed by law, and out of all moneys arising there is a science and the rents and the overplus, if any there shall be paid by the part y making such sale, on demand, to the first part 105

It is agreed by the parties hereto, that the terms and provisions of this indenture and each and every oblight in therein contained, and all benefits account therefrom, shall extend and inure to, and be obligatory upon the heirs," executors, administrators, personal representative, assigns and successors of the respective parties hereto.

In Wirness Whereof, the part les of the first part ha VC hereignto set their hand and see. S the day and year t above written.

Kenneth Tkenberry (SEAL) (SEAL) (SEAL) Charlotte Ikenberry (SEAL) To a second a second second

STATE OF Kansas 10- 1 Douglas COUNTY BE IT. REMEMBERED, That on this 15th & day of March A. D. 19 67 S before me, a Notary Public . in the aforesaid Count and State. come Kerneth Ikenberry and Charlotte Ikenberry to me perso ally known to be the same person ^S , who exeruted the foregoing instrument and duly erknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto subscribed name, and affixed my official seal on the day Renneth Rehmer ission Expires July 31st 19 70

Janue Been Register of Deeds

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