

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 life of any money payable to the part Y. of the second part to the extent of its interest. And in the event that said part Y. of the first part shall fail 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 may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness secured by this indenture and shall bear 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 Twenty Five Thousand and no/100 DOLLARS according to the terms of one certain written obligation for the payment of said sum of money, executed on the day of 19 and by its terms made payable to the part Y. of the second part, 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 said parties 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 herein 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 premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided by 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, its agents or assigns, 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 rent and benefits accruing therefrom, and to sell the premises hereby granted, on any part thereof, in the manner prescribed by law, and all of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the cost and charges incident thereto, and the surplus, if any, there be shall be paid by the party making such sale, on demand, to the first part Y.

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 parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hand and seal, the day and year last above written.

Takeru Higuchi (SEAL)
Aya Higuchi (SEAL)

STATE OF Kansas
COUNTY Douglas

BE IT REMEMBERED That on this 26th day of April, A.D. 1967, before me, a notary public in the aforesaid County and State, came Takeru Higuchi and Aya Higuchi, husband and wife

to me personally known to be the same person(s) 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 Nov. 22, 1967

William L. Lott
Notary Public

Recorded April 26, 1967 at 2:29 P.M.

Gennie Beem Register of Deeds