

280

kept up, as provided herein, or if the buildings on said real estate are not kept in repair satisfactory to said Bank, 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 party 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 hereby granted, or any part thereof, in the manner prescribed by law; and out of all moneys arising from such sale 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, shall be paid by the party making such sale, on demand, to the first parties.

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 hands and seals the day and year last above written.

Dale A. Buchanan
Dale A. Buchanan

Thelma I. Buchanan
Thelma I. Buchanan

STATE OF KANSAS)
) ss:
COUNTY OF DOUGLAS)

BE IT REMEMBERED, That on this 26th day of April, 1967, before me, the undersigned, a Notary Public in and for