with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and siezed of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except unpaid balance of mortgage in favor of National Homes Acceptance Corporation,

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Two Thousand and no/100 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

This Grant is intended as a Mortgage to secure the payment of the sum of Two Thousand Thirty Eight and 14/100 Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable ~~xxxxx~~ ~~xxxxxx~~ ~~xxx~~ to the order of said second party, with interest thereon according to the tenor thereof payable ~~xxxxxxxx~~ monthly according to the terms of said note, ~~xxxxxxxxxxxxxxxx~~ and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at ~~the~~ Ottawa, Kansas.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said parties of the second part their executor, administrator and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, 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 of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

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

Signed, Sealed and delivered in presence of:

J. E. Todd
J. E. Todd

Larry L. Halter (Seal)
(Larry L. Halter) (Seal)
Phoebe A. Halter (Seal)
(Phoebe A. Halter) (Seal)

STATE OF KANSAS,
Douglas County, } ss.

Be it Remembered, That on this 8th day of Sept. A. D., 1967, before me, a Notary Public in and for said County and State, came Larry L. Halter and Phoebe A. Halter, his wife,

to me personally known to be the same persons 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.

HAROLD R. SCHEVE NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

Harold R. Scheve
Harold R. Scheve Notary Public

Commission expires on the 28th day of June 1971

Recorded October 11, 1967 at 4:01 P.M. Marie Beem Register of Deeds