

with the appurtenances and all the estate, title and interest of the said part 103 of the first part therein.

And the said part 103 of the first part do hereby covenant and agree that at the delivery hereof they shall do lawful things of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 103 of the first part shall at all times during the life of this instrument pay all taxes and assessments hereon 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 theft in such sum and by such insurance company as shall be specified and directed by the part 103 of the second part, the loss if any, made payable to the part 103 of the second part to the extent of its interest. And in the event that said part 103 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 103 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 instrument, 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

Ten thousand two hundred and no/100 - - - - - DOLLARS

according to the terms of the note in writing obligation for the payment of said sum of money, execution on the 12th day of December 1967, and by the part 103 of the second part, 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 part 103 of the second part to pay for any insurance or to discharge any taxes or interest hereon as herein provided, in the event that said part 103 of the first part shall fail to pay the same as provided in said indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payment, or any part thereof, or any obligation created thereby, or interest thereon, or if the taxes on said real estate are 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 instrument is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and shall be lawful for

the said part 103 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 due of principal and interest, together with the costs and charges hereof, and the balance, if any, shall be paid by the said part 103 of the second part, or by such sale, on demand, to the first part 103.

It is agreed by the parties hereto that the term, and provision of this instrument 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, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 103 of the first part has hereunto set their hands and seals the 12th day and year last above written.

X *Kenneth R. Giffin* (SEAL)
Kenneth R. Giffin (SEAL)
X *Ira M. Giffin* (SEAL)
Ira M. Giffin (SEAL)

STATE OF KANSAS
DOUGLAS COUNTY

BE IT REMEMBERED, That on this 22nd day of December, A.D. 1967, before me, a Notary Public in the aforesaid County and State, came Kenneth R. Giffin and Ira M. Giffin, his wife, to me personally known to be the same person, 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.

June 17 1967
Warren Rhodes
Notary Public

Recorded December 26, 1967 at 2:40 P.M.

RELEASE

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 12th day of April 1968.

The First National Bank of Lawrence,
Lawrence, Kansas

By: H. D. Flanders, VP and Cashier
Mortgagee. Owner.

This release
was written
on the original
mortgage entered
this 12 day
of April
1968

Janice Bear
Reg. of Deeds

County