

And the said part 1.25 of the first part do hereby covenant and agree that at the delivery hereof they shall be the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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 1.25 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 they will keep the buildings upon said real estate insured against fire and thefts in such sum and by such insurance company as shall be specified and directed by the part 1.25 of the first part, the loss, if any, made payable to the part 1.25 of the second part in the event of fire and theft. And in the event that said part 1.25 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 1.25 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

Seven thousand two hundred fifty and no/100

according to the terms of certain written obligation for the payment of said sum of money, executed on the 26th day of December 1967 and by its terms made payable to the part 1.25 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 said part 1.25 of the second part to pay for any insurance or to discharge any taxes which may be herein provided, in the event that said part 1.25 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 after the time specified, and the obligation contained therein fully discharged, if default be made in such payments or any part thereof in 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 for in said written obligation for the security of said part 1.25 of the second part, 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 1.25 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 rent 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 balance, if any, shall be paid by the part 1.25 of the second part, having full sale, no demand, to the first part 1.25.

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 part 1.25 of the first part has hereunto set their hand and seal the day and year first above written.

James Fyne

(SEAL)

X Estel Fyne

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS	COUNTY OF DOUGLAS
BE IT REMEMBERED, That on this 26th day of December A.D. 1967	
before me, Notary Public in the aforesaid County and State	
came James Fyne and Estel Fyne, his wife	
to me personally known to be the same person who executed the foregoing instrument, and 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 June 14, 1969	H. D. Flanders Notary Public

Recorded December 26, 1967 at 3:11 P.M.

Garrie Beem Register of Deeds