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Six thousand and no/100 ----DOLLARS to them duly paid, the receipt of which is hereby acknowledged) have sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part & of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

> The South one-half of the West half of the North half of the Northwest Quarter of Section No. Four (4), Township No. Fourteen (14), Range No. Twenty (20).

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof they, arone lawful owner

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. In detween the parties hereto that the part I.ES of the first part shall at all times during the life of this indenture, pay all taxe

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 torrado in such sum and by such insurance company as shall be specified and directed by the part Y of the second part, the loss, if any, made payable to the part Y. of the second part to the extent of its part shall be precised against fire and torrado in such sum and by such insurance company as shall be specified and interest. And in the event that said part 185 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 be 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

Six thousand and no/100 - ---- DOLLARS, \* according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the 9th

day of February 19.68 and by its terms made payable to the part Y of the second part, with all interest according to the terms of said obligation 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 part I.C.S. of the first part shall fail to pay the same as provided in this andenture.

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 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 taid premises, then this conveyance shall become ebsolute 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 part y 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, ahall be paid by the part y making such sale, on demand, to the first parties.

It is agreed by the partiet 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 125 of the first part ha VC hereunto set their hands and seals the day and year last above written.

x Emist T. Burister Brnest I. Brewster (SEAL) (SEAL) X Sail mBreissatel Gail M. Brewster (SEAL) (SEAL)

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KANSAS STATE OF 55. DOUGLAS COUNTY 1 BE IT REMEMBERED, That on this 9th dey of February A. D., 19 68 Notary Public in the aforesaid County and State, before me, a Ernest T. Brewster and Gail M. Brewster, his wife ...... ing instrument and duly me personally known to be the same pe lat seel on the day and ane 17 1969 Notary Public Warren Rhodes

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