

496

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 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 it shall be lawful for the said part V. 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 part V. making such sale, on demand, to the first part i.e.s.

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 i.e.s. of the first part, ha. V.D. hereunto set their hands, and seal, the day and year last above written.

X *[Signature]* (SEAL)
Darel Vann
X *[Signature]* (SEAL)
Lucille Vann (SEAL)

STATE OF KANSAS
COUNTY, } SS.
BE IT REMEMBERED, That on this 18th day of March, A. D. 1968
before me, a Notary Public in the aforesaid County and State,
came Darel Vann and Lucille Vann, 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.
My Commission Expires June 14 1969
H. D. Flanders Notary Public

ASSIGNMENT
For Value Received, the undersigned owner of the within mortgage does hereby assign and transfer the same to

STATE OF _____ COUNTY, } SS.
BE IT REMEMBERED, That on this _____ day of _____, A. D. 19____
before me, the undersigned, a Notary Public in and for said County and State, came
the mortgagee named in the foregoing mortgage, to me known to be the same person
as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.
My Commission Expires _____ 19____
Notary Public

Recorded March 20, 1968 at 11:16 A.M. *James Beem* Register of Deeds

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 18th day of September 1968

This release was written on the original mortgage entered this 19 day of September 1968
(Corp. Seal)
THE FIRST NATIONAL BANK OF LAWRENCE
Warren Rhodes President
Mortgagee. Owner.
James Beem Reg. of Deeds
Sue Neustifter Deputy