

This Indenture, Made this 9th day of April, 1968, between

Kenneth E. McCartney and Wanda Lee McCartney, his wife

of Lawrence, in the County of Douglas and State of Kansas,
 part les of the first part, and Otto H. Garber and Florence Garber, his wife, as joint tenants
 with the right of survivorship and not as tenants in common part les of the second part.

Witnesseth, that the said part les of the first part, in consideration of the sum of

Three Thousand Five Hundred 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 les of the second part, the
 following described real estate situated and being in the County of Douglas and State of

Kansas, to-wit:

Beginning 72 rods North and 16 rods East of the Southeast corner of
 Section Thirty-four (34), Township Twelve (12), Range Fifteen (15), then
 West 4 rods, thence North 10 rods; thence East 4 rods, thence South 10 rods
 to the place of beginning, in Douglas County, Kansas.

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

And the said part les of the first part do hereby covenant and agree that as the delivery hereof they the 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.

It is agreed between the parties hereto that the part les 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 become due and payable, and that they
 keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and
 directed by the part les of the second part, the loss, if any, made payable to the part les of the second part to the extent of the
 interest. And in the event that said part les 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 les 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 Three Thousand Five Hundred

(\$3,500.00)

DOLLARS.

according to the terms of certain written obligation for the payment of said sum of money, executed on the 2nd
 day of April, 1968, and by the terms made payable to the part les 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 les 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 les 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 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 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 les of the second part, their heirs or assigns, to take possession of the said premises and all the improve-
 ments 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
 repay 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 les making such sale, on demand, to the first part les.

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 les of the first part have hereunto set their hand and seal the day and year
 last above written.

K H M

Kenneth E. McCartney (SEAL)
 Wanda Lee McCartney (SEAL)
 Wanda Lee McCartney (SEAL)

STATE OF Kansas
 Douglas COUNTY, ss.



BE IT REMEMBERED, That on this 9th day of April, A. D. 1968
 before me, a notary public, in the aforesaid County and State,
 came Kenneth E. McCartney and Wanda Lee McCartney, his wife
 to me personally known to be the same person(s) 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 October 15, 1971.

G. Ruth Warner
 Notary Public

Recorded April 9, 1968 at 9:55 A.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 21st day of May 1969

Otto H. Garber
 Florence Garber
 Mortgagee. Owner.

This release
 was entered
 on the original
 mortgage
 this 23rd
 day of September
 1971
 Janice Beem
 Reg. of Deeds
 Deputy