12719 MORTGAGE The Ox (No. 5210) ok Printers, Publisher of Lowal B BOOK 149 This Indenture, Made this _____27th _____day of _____March _____, 1968. between J. and E. Construction Corporation of Lawrence , in the County of Douglas and State of Kansas Witnesseth, that the said party of the first part, in consideration of the sum of Ten thousand five hundred and no/100 - - - - - - - - - - - - - DOLLARS to ______it _____duly paid, the receipt of which is hereby acknowledged, ha......sold, and by this indenture do.e.s...GRANT, BARGAIN, SELL and MORTGAGE to the said party...... of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lot one (1), Block four (4), in Chaparral, an addition to the City of Lawrence, as shown by the recorded plat thereof. with the appurtenances and all the estate, title and interest of the said part of the first part therein. And the said part Y of the first part do PS hereby covenant and agree that at the delivery hereof it is 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 it will warrant and defend the same against all parties making lawful claim th It is agreed between the parties hereto that, the part V...... 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 it will 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 X of the second part of 1tS interest. And in the event that said payable, the the part X 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 to the extent of 1tS said premises insured as herein provided, then the part Y of the second part to the extent of 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. according to the terms of ORE certain written obligation for the payment of said sum of money, executed on the 27th day of March 19 68, and by 1ts terms made payable to the party of the sec that said part y of the first part shell 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 readed in such payments or any; part thereof or any obligation created therein, or interest thereon, or if the takes on said read either are not field when the same become due and payable, or if the insurance is not kepf up, as provided herein, or if the buildings on said read either are not kepf up, as provided herein, or if the buildings on said read either are not kepf up, as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole suff 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 te said part? Of the second part' to take possession of the said premises a sents thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing all the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising tain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overph shall be paid by the part Y making such sale, on demand, to the first part Y.... 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 Y of the first part ha. S hereunto set its hand and seal the day and year J. and E. Gonstruction Corporation (SEAL) x Michael L. Samison, President (SEAL) (SEAL) X Lobert L. Elder, Secretary-Treasurer