survivor of them, 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 parties making such sale, on demand, to the first parties.

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 parties of the first part, their heirs, executors, administrators, personal representatives, and assigns; and upon the parties of the second part, and the survivor of them, as joint tenants, and upon the heirs, executors, administrators, personal representatives and assigns of the survivor of them.

IN WITNESS WHEREOF, the parties of the first part have hereunto set their hands and seals the day and year last above written.

Donald E. Margaret A. Elliott

STATE OF KANSAS DOUGLAS COUNTY

BE IT REMEMBERED, That on this <u>144</u> day of <u>man</u> 1968, before me, a notary public in the aforesaid County and State, came Donald E. Elliott and Margaret A. Elliott, his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

SS:

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

ames & Jahna James L. Postma _Notary Public

Lance B

My commission expires April 27, 1970

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