

THIS GRANT is intended as a mortgage to secure the payment of the sum of Twenty thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 23rd day of August 19 68, and by its terms made payable to the part Y 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 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 Y 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 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, 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 has hereunto set its hand and seal the day and year

WESTERN HOME BUILDERS, INC.

By: Robert L. Elder (SEAL)
Robert L. Elder, President (SEAL)

By: Michael L. Jamison (SEAL)
Michael L. Jamison, Secretary (SEAL)

STATE OF KANSAS DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 23rd day of August 19 68

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert L. Elder, president of Western Home Builders, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Michael L. Jamison Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Roy E. Russell
Roy E. Russell
Notary Public, Term expires April 10 1969

Recorded August 28, 1968 at 9:33 A.M. James Beam 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 6 day of December 1968

(Corp. Seal)

THIS RELEASE
was written
on the original
mortgage
this 6 day
of December
1968
James Beam
Reg. of Deeds

THE FIRST NATIONAL BANK of Lawrence, Lawrence, Kansas
H.D. Flanders, Vice President and Cashier
Mortgagee. Owner.