

THIS INDENTURE, Made this 23rd day of October, A.D. 1968, by and between

Richard G. Reamon and Anne P. Reamon, his wife

of the County of Douglas and State of Kansas, parties of the first part, and the SECURITY BENEFIT LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWENTY-SIX THOUSAND and 00/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot Thirty-nine (39), less the North 20 feet thereof, said 20 feet lying parallel with the line dividing said Lot 39 and Lot 38; and the North 30 feet of Lot 40, said 30 feet lying parallel with the line dividing Lot 39 and Lot 40, all in Block 5, in Pioneer Ridge No. 2, an Addition to the City of Lawrence, as shown by the recorded Plat thereof, Douglas County, Kansas

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right, interest or estate therein, unto the said party of the second part, its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners 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 in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

THIS INDENTURE is given to secure the payment of the principal sum of TWENTY-SIX THOUSAND and 00/100 DOLLARS, with interest at 7 per cent per annum, in accordance with a certain promissory note of even date herewith made by parties of the first part to the order of the SECURITY BENEFIT LIFE INSURANCE COMPANY, the terms and conditions of which note are by reference made a part of this mortgage as though incorporated herein, and which note provides for a final maturity on November 1, 1993; said note provides among other things that all sums due under the terms thereof shall bear interest at the rate of ten (10) per cent per annum after due date until paid, that all payments shall be made in lawful money of the United States of America, at the office of the SECURITY BENEFIT LIFE INSURANCE COMPANY, in Topeka, Kansas.

PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit:

FIRST. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by second party the amount thereof shall be deducted from the proceeds of this loan.

SECOND. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$26,000.00 fire and extended coverage, and shall deliver the policies and renewal policies to said second party, and should said first party neglect so to do, the legal holder thereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor. The first party shall, upon request of the second party, furnish evidence of the insurable value of said buildings. At the option of the second party, any proceeds which become payable under the fire and extended coverage policy or policies required by this paragraph may be applied in reduction of the indebtedness secured by this indenture.

THIRD. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.