

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

And the said party I.C.S. of the first part do hereby covenant and agree that at the delivery hereof they are 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 against all parties making lawful claim thereto.  
It is agreed between the parties hereto that the party I.C.S. 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 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 party Y. of the second part, the loss, if any made payable to the party Y. of the second part to the extent of I.C.S. interest. And in the event that said party I.C.S. 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 party Y. 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 Fifteen 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 31st day of November 1968 and by I.C.S. being made payable to the party Y. of the second part, with all interest accruing thereon according to the terms of said obligation and also to whom any sum or sums of money advanced by the said party 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 party I.C.S. 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 to 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 an 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 party 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 surplus, if any there be, shall be paid by the party Y. 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 his obligees, upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties, herein.

In Witness Whereof, the parties of the first part have hereunto set their hands and seals the day and year last above written.

X *H. Eldon Smith*

H. Eldon Smith

(SEAL)

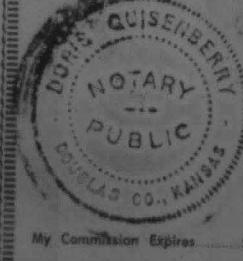
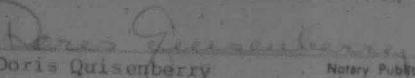
X *Dorothy J. Smith*

Dorothy J. Smith,

(SEAL)

(SEAL)

(SEAL)

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|---|---------|
| STATE OF  | KANSAS  |
| DOUGLAS   | COUNTY, |
| <br>DOUGLAS COUNTY, KANSAS<br>NOTARY PUBLIC<br>DORIS QUISENBERY<br>My Commission Expires July 9 1972   |         |
| BE IT REMEMBERED, That on this 13th day of November A.D. 1968<br>before me, a Notary Public<br>in the aforesaid County and State,<br>came H. Eldon Smith and Dorothy J. Smith, his wife<br><br>to me personally known to be the same person who executed the foregoing instrument and duly<br>acknowledged the execution of the same. |         |
| IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and<br>year last above written.   |         |
| <br>Doris Quisenberry Notary Public  |         |

Recorded November 14, 1968 at 8:51 A.M.

*Janice Beem* Register of Deeds