with the appurtenances and all the estate, title and interest of the said part y... of the first part therein. And the said part y... of the first part do. es 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 thereto It is agreed between the parties hereto that the part Y. of the first part shall at all times during the life of this indenture, pay all ta

and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that i.i. will assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that i.i. will directed by the part *X* of the second part, the loss, if any made payable to the part *Y* of the second part, the loss, if any made payable to the part *Y* of the second part, the loss, if any made payable to the part *Y* of the second part to the extent of i.i.s. as paid shell become a part of the indebtedness, secured by the second part may payable or to keep as paid shell become a part of the indebtedness, secured by this indenture, and shell 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-----

according to the terms of ODC certain written obligation for the payment of said sum of money, executed on the 7th day of August 19 69 and by its terms and applied and by its

day of August 19 69, and by its terms made payable to the part V 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

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 insurence 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 wate is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpeld, 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 lewful for

the said part y of the second part. to take possession of the said premises and ell the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereform, and to sail 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 tien unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be shell 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 indentuze and each and every obligation therein contained, and all benefits account thereform, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives,

to WiGde has really into part y of the first part ha S herevnio set ILS hand and seal the day and year instant with the day and year DUWN CENTER INC

TOWN CENTER, INC. (SEAL) By: (SEAL) Russell W. Jones, President (SEAL)

Recorded August 14, 1969 at 3:07 P.M.

-11-

ANSNS

SEAL /

Janue Been Register of Deeds

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(SEAL)

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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 12th day of June 1970.

(Corp. Seal)

The First National Bank of Lawrence, Lawrence, Kansas H. D. Flanders Vice President & Cashier Mortgagee. Owner.

-Denuty---

This release