

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said

parties of the first part

have this day executed and delivered one certain promissory note in writing to said part 1st of the second part, of which the following is therein stated: Bessie L. Garber and Carol A. Garber, his wife, promise to pay Eugene F. Kleichka and Lee Kleichka, his wife, the sum of \$1,200.00 on or before November 1, 1971 without interest. First Parties herein reserve the right to pre-pay all or any part at any time without penalty or fee.

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 seised of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances except a first mortgage of record in favor of Lawrence Pacific Association.

NOW, If said part 1st of the first part shall pay, or cause to be paid, to said part 1st of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said part 1st of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said part 1st of the first part has hereunto set their hand on the day and year first above written.

BESSIE L. GARDNER AND CAROL A. GARDNER

STATE OF KANSAS

County of Douglas

day of September

A. D. 1969

BE IT REMEMBERED, That on this 22nd

notary public

in and for the County and State aforesaid, came Bessie L. Garber and Carol A. Garber, his

wife,

who are personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires February 28

1972

Charles W. Redgas

Notary Public

Recorded September 23, 1969 at 2:53 P.M.

Register of Deeds