

THIS GRANT is intended as a mortgage to secure the payment of the sum of Ten 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 24th day of February 19 70 and by its terms made payable to the party 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 party 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 parties 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 party 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 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 be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

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

X Harold H. Herren (SEAL)
Harold H. Herren
X Betty Herren (SEAL)
Betty Herren
X Allen H. Westerhouse (SEAL)
Allen H. Westerhouse
X Elfrieda Westerhouse (SEAL)
Elfrieda Westerhouse

STATE OF Kansas }
Douglas COUNTY } SS:
BE IT REMEMBERED, That on this 24th day of February A.D. 19 70 before me, a Notary Public in the aforesaid County and State, came Harold H. Herren and Betty Herren his wife, and Allen H. Westerhouse and Elfrieda Westerhouse his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires February 19 73
Hazel Stanley Notary Public

Recorded February 26, 1970 at 10:41 A.M. Janice Beem 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 4th day of August 1970

The First National Bank of
Lawrence, Lawrence, Kansas
Warren Rhodes President
Mortgagee. Owner.

(Corp. Seal)

This release
was written
on the original
mortgage
entered
this 5th day
of August
19 70
Janice Beem
Reg. of Deeds