

indenture perform all the covenants under the agreement for warranty deed and shall pay all the taxes or assessments that may be taxed or levied upon said real estate when the same become due and payable, and that it will keep all buildings on said premises insured against fire and extended coverage in such sum and with such insurance company as may be agreeable to the parties of the second part, the loss, if any, made payable to the second parties to the extent of their interests. In the event that the said party of the first part shall fail to perform all the covenants as provided in said agreement for warranty deed, or fail to pay such taxes when the same become due and payable, or to keep said premises insured as herein provided, then the parties of the second part may perform the covenants under said agreement for warranty deed to 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 ten per cent from the day of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of one certain term loan note of Calvin, Eddy & Kappelman, Inc., a Kansas corporation, dated January 10, 1970, in the principal amount of TWENTY SIX THOUSAND FOUR HUNDRED (26,400.00) DOLLARS, 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 parties of the second part to perform the covenants under the agreement for warranty deed, to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

This conveyance shall be void if such payment be made as provided in said note and this mortgage, and the obligation contained in said note fully discharged. If default be made in such payment or any part thereof or any obligation created