and agree that this is a purchase money mortgage and agree to surrender possession of the mortgaged premises to the purchaser upon confirmation of the sale of the premises in satisfaction of any judgment foreclosing the mortgage debt hereby secured. It is agreed that in the event of default, the party of the second part shall have the right to proceed against the security given by this indenture, and shall be entitled to receive from the security, in the event of default, foreclosure, and sale, the amount then owing on the note secured by this indenture. 40

It is agreed by the parties hereto that the terms and provision 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, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year last above written.

STATE OF KANSAS ) ) DOUGLAS COUNTY )

SS:

31

Joan Inedgress

Bruce Francis Snodgrass

Charles L. Burton

L' Ducton

inda

Linda K.

BE IT REMEMBERED, That on this <u>21.4</u> day of <u>47.4</u> 1970, before me, a Notary Public in the aforesaid County and State, came Charles L. Burton, Linda K. Burton, his wife, Bruce Francis Snodgrass, and Joan Snodgrass, 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 affilied my official seal on the day and year last above

Janue.

Notary Public My commission expires ///

Recorded April 22, 1970 at 3:46 P.M.