with the appurtenances and all the estate, title and interest of the said part. Lesof the first part therein. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

8.7 . 28

411

(SEAL)

and thet ... they ... will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the partLES.... of the first part-shall at all times during the life of this indenture, pay all taxes

and essessments that may be levied or assessed against said real estate when the same becomes due and payable, and that Lhey heep the buildings upon said real estate insured against fire and tornado in such sum and by such insurence company as its lable become shall be seedified and directed by the part LCS. of the second part to the sate for a state of the second part to the second part to

THIS GRANT is intended as a mortgage to secure the payment of the sum of Five thousand (\$5,000.00) ------

according to the terms of a certain written obligation for the payment of said sum of money, executed on the FIESE

said part IES, 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 part 185 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 issurance 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 et the option of the holder hereof, without notice, and it shall be lawful for

the said part LCS, of the second part BTC to take possession of the said premises and all the improve-ments thereoff III the manner provided by law and to have a receiver appointed to collect the rents and banefits accruing therefrom and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and cut-of all moneys arising-from such asle to retain the amount then unpaid of principal and interest, together with the costs and charges incident therefor, and the overplus, if any there be, shall be paid by the part 105 making such sale, on demand, to the first Bart 105.

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 auccessors of the respective parties hereto.

their heres, In Wilness Whereof, the part LCS of the first part haVC hereunto and seals

Robert R. Georgeson (SEAL) Greta A. Georgeson (SEAL) (SEAL) STATE OF Kansas Douglas COUNTY. BE IT REMEMBERED, That on this FITSE day of May A. D., 19.70 REN RA before me, a Notary Public in the aforeseld County and State OTARI Robert K. Georgeson and Greta A. Georgeson, husband came and wife. to me personally known to be the same person S. ... who executed the foregoing instrument and duly acknowledged the execution of the same. BLIC IN WITNESS WHEREOF, I have hereunto subscribed in year last above written. d affixed my official seal on COUNTY Warren Rhodes June 17 19. 73 . Notary Public \$ 5,000.00 Lawrence, Kansas, May 1, 1970 UNITED STATES OF AMERICA REAL ESTATE MORTGAGE BOND FOR VALUE RECEIVED, We hereby promise to pay to the order of Lloyd H. Frink and THE KIRST AWAMONIALYBANK XXX VIENCE X AWRENCE X AMSASK Margaret Frink, as Joint Tenants with right of survivorship, FIVE THOUSAND (\$5,000.00)------Dollars, lawful money of the United States of America, to be paid as follows: \$182.16 on the lst day of June 1970 and \$182.16 on the lst day of each month thereafter with the balance due on the 1st of December, 1973, Said payments shall first be credited to interest due and the balance of said payments applied to principal, with interest thereon from date at the rate of 7 per cent per annum, payable monthly. Both principal and interest payable at The First National Bank of Lowrence, Lawrence, Kansas. If default be made in the payment of any ment of principal an this note, or of any interest due thereon, the entire unpold balance of this note shall, at the option of the owner hereof, lightly become due and payable and the entire unpold part of said/principal, with all past due interest, shall draw interest at 10 per cent n. le principal and interest of this nate are secured by a r and stay laws are hereby expressly waived. as or doed of trust of even date herew real estate All-b allon