36 THIS GRANT is intended as a morgage to secure the payment of the sum of Twenty thousand and no/109----eccording to the terms of ODE certain written obligation for the payment of said sum of money, executed on the 29th day of May. 19 70, and by. its terms made payable to the part Y. of the second part, with significant accruing thereon according to the terms of said obligation and also to secure any sum of sums of money advanced by the said party. of the second part to pay for any informance or to discharge any taxes with interest thereon as herein provided, in the event that sold part Yis ..., 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 thready, or interest thereory, or if the taxes on said real entries are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the taxes on said real sates are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall be buildings on said real sates 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 indentuive is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be layeful for the said part Y of the second part 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 precribed by law, and out of all moneys arising from such sale to retain the amount their unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y $extsf{0}$ making such sale, on demand, to the first part YIt is account by the parties hereto that the terms and provisions of this indenture and each and every-obligation therein contained, and all notice the part of the terms and here bligatory upon the heirs, executors, administrators, personal representatives, and all the subject of the respective parties hereto. While Overview the part Y of the first part has the benefit where the set the set of the set of the day and year the power written. WikeO Wy in the second WESTERN HOME BUILDERS, INC. (SEAL) 10 4 (SEAL) 4 1 5 Robert L. Elder, President (SEAL) By Michael L. Jamison, Secretary(SEAL) STATE OF Kansas Douglas COUNTY, SS. BE IT REMEMBERED, That on this 20.00 day of New 19 before me, the undersigned, a Notary Public in and for the County and State aforesaid. came Nobert L. Elder president of MELEPTINE TOTAL BUILDERS, Doc. ., a corporation duly organized, incorporated and existing under and by virtue of the laws of Sangas, and Signacl 1. Inclaim Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be such objectation, who are personally known to me to be such officers, and who are personally known to me to be such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Seal the day and yearlast above written. COUNTY: Notary Public, Term expires 197 27 19.73 Janue Beem Register of Deeds

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 27th day of November 1970.

RELEASE

(Corp. Seal)

The First National Bank of Lawrence Lawrence, Kansas William B. Lienhard, Vice-Pres. Mortgagee. Owner

12

36