

and that they will warrant and defend the same against all parties making lawful claim thereto.
It is agreed between the parties hereto that the part 188 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado, in such sum and by such insurance company as shall be specified and directed by the part of the second part, the loss, if any, made payable to the part of the second part to the extent of 118. And in the event that said part 188 of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part of the second part may 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 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifty 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 3rd day of August 1970, and by its terms made payable to the part 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 part 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 188 of the first part shall fail to pay the same as provided in this indenture.

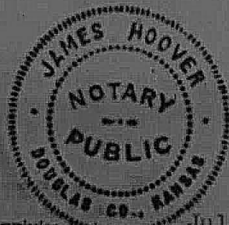
And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when 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 part 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 overplus, if any there be, shall be paid by the part making such sale, on demand, to the first part 188.

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 part 188 of the first part has hereunto set their hand and seal the day and year last above written.

Thomas R. Pyle (SEAL)
Thomas R. Pyle (SEAL)
Alberta J. Pyle (SEAL)
Alberta J. Pyle (SEAL)

STATE OF Kansas
Douglas COUNTY, ss.



BE IT REMEMBERED, That on this 3 day of August, A.D. 1970, before me, a Notary Public, in the aforesaid County and State, came Thomas R. Pyle & Alberta J. Pyle husband and wife to me personally known to be the same person 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 July 1 1973

James Hoover
Notary Public

Recorded July 31, 1970 at 3:18 P.M.

James Beem Register of Deeds

Reg. No. 4,888
Fee Paid \$36.25

21943 MORTGAGE

Loan No. 51665-33-6 LB

BOOK 157

This Indenture, Made this 30th day of July 1970, between Gerald L. Tuckwin and Terry S. Tuckwin, his wife

Douglas of Shawnee County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Fourteen Thousand Five Hundred and No/100 DOLLARS

made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said second party, its successors and assigns, all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot "D" in Block One (1), of the Replat of Lots 4,5,6,7, Block 1, Lots 3,4,6,7, Block 2, and Lots 3,4,5, Block 3, in Kasold Terrace Addition and a Plat of Holiday Hills Addition No. 2, an Addition to the City of Lawrence, Douglas County, Kansas