394 with the appurtenances and all the estate, title and interest of the said part 105 of the first part therein. 1 41

and that they will warrant and defend the same against all parties making lawful claim thereto.

1.

It is agreed between the parties hereto that the part 195 of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be lavied or assessed against said real estate when the same becomes due and psyable, and that they will directed by the part  $X_{--}$  of the second part is becompany as shall be specified and interest. And is the event that said part  $L^{+}S_{--}$  of the farst part shall all to pay such insurance company as shall be specified and interest. And is the event that said part  $L^{+}S_{--}$  of the farst part shall all to pay such insurance company as shall be specified and interest. And is the event that said part  $L^{+}S_{--}$  of the farst part shall fail to pay such taxes when the same become due and psyable or to keep the part is the same become due and psyable or to keep the part is all the event that said part  $L^{+}S_{--}$  of the farst part shall fail to pay such taxes when the same become due and payable or to keep the part is ball shall become as part of the indebtedness, secured by this indenture, and shall been interest at the rate of 10% from the date of payment until fully repsid.

This GRANT is intended as a morigege to secure the payment of the sum of Six Thousand Four Hundred and no/100-----

-find,

.....

1. ju

t-

1 F 45 1 24

-----DOLLARS,

according to the terms of ODE certain written obligation for the payment of said sum of money, executed on the day of 19,70, and by  $i\pm s$  rarms made payable to the part Y, of the second part, with all interest accruing therson according to the terms of said obligation and elso to secure any som or sums of money advanced by the that said part 100 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 asid 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 premised therein, or if the buildings on said and the whole sur memaining 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 X, of the second part. ments 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, shell be paid by the part X making such sale, on demand, to the first part LOS,

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all beenefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, in Winness Whereof, the part 105 of the first part have hereunto set their hand 5 and seal the day and year less above written.

× CC Y KISEAU (SEAL) Laura H. Owens Duch 120 (SEAL) (SEAL) 

Kansas STATE OF 55 Douglas COUNTY, this 29th BE IT REMEMBERED, That on this 29th day of before me, a Notary Public day of July A. D., 19.70 in the aforesaid County and State; came James V. Owens and Laura H. Owens OTAR to me personally known to be the same person  $\mathbf{S}_{-}$  , 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 an year last above written Linda L. Lee 19 71 Notary Public

Recorded August 3, 1970 at 3:55 P. M.

Les Bea Register of Deeds

1. 数

5 17

40