

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

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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 party 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 party making such sale, on demand, to the first parties.

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 parties of the first part have hereunto set their hands and seals the day and year last above written.

Stanley D. Penny

Stanley D. Penny

Theo M. Penny  
Theo M. Penny

Theo M. Penny

STATE OF KANSAS )  
 ) ss:  
DOUGLAS COUNTY )

BE IT REMEMBERED that on this 3<sup>rd</sup> day of March, 1971, before me, a Notary Public in the aforesaid county and state, came Stanley D. Penny, <sup>husband of Theo M. Penny,</sup> to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

NOTARY PUBLIC  
affixed my

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Doscia Lindquist Notary Public

My commission expires March 22, 1975

STATE OF KANSAS )  
 ) SS:  
 Douglas COUNTY )

BE IT REMEMBERED that on this 23rd day of March, 1971, before me, a Notary Public in the aforesaid county and state, came Theo M. Penny, <sup>wife of Stanley D. Penny,</sup> to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

DOUGLAS COUNTY, KANSAS  
PUBLIC  
NOTARIAL  
OFFICE  
JAN 1 1900

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Doscia Lindquist Notary Public

My commission expires March 12/1975

Recorded March 24, 1971 at 3:15 P.M.

James Beem Register of Deeds