-- In and for sa I County and State, came M. C. Morse, Vice President of the Prudential Investment Company ration, who ______is _____personally known to me to be the same person......who executed the foregoing Assignment of Mortgage, duly acknowledged the execution of the same as the act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my______notarial NOTARY seal, the day and year last above written. STATEWIDE Marie Hine PUBLIC Notary Public (Term expires April 13, 1975 Register of Deeds Recorded May 27, 1971 at 11:35 A.M. (No. 52K) The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas MORTGAGE BOOK 160 This Indenture, Made this27th day of May , 19⁷¹ between Western Home Builders, Inc. Lawrence , in the County of Douglas and State of Kansas part Y of the first part, and The First National Bank of Lawrence, Lawrence, Kansas part y of the second part. Witnesseth, that the said part . Y.... of the first part, in consideration of the sum of Twenty Four Thousand and no/100-----DOLLARS to ___it _____duly paid, the receipt of which is hereby acknowledged, has ___sold, and by this indenture do es GRANT, BARGAIN, SELL and MORTGAGE to the said part ... you of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: Lot Twelve (12) of a Replat of Lots Two (2), Three (3) + Four (4), Block Four (4), Four Seasons No. 3, an Addition to the City of with the appurtenances and all the estate, title and interest of the said part you of the first part therein. And the said part. Y of the first part do es hereby covenant and agree that at the delivery hereof it is the lawful owner. of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that it will warrant and defend the same against all parties making lawful claim thereto. It is agreed between the parties hereto that the part Y 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 it wilk 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 y... of the second part to the extent of its interest. And in the event that said part. ... y 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 Twenty Four Thousand and no/100----according to the terms of One certain written obligation for the payment of said sum of money, executed on the 27th day of May 19 71 , and by its terms made payable to the part V. 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... Y...... 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. Y...... 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 thereof, 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 shall be paid by the part Y making such sale, on demand, to the first part Y It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all nefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, igns and auccessors of the respective parties hereto. Winess Wheres, the part Y of the first part ha S hereunto set its hands and seel the day and year without Western Home Builders Inc. Western Home Builders, Inc. (SEAL) Start t. Elder, President (SEAL) (SEAL)