It is agreed between the parties hereto that the part [illegible] 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 [illegible] 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 [illegible] of the second part, the loss, if any, made payable to the part [illegible] of the second part to the extent of [illegible] interest. And in the event that said part [illegible] 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 [illegible] 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 [illegible] until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of [illegible] thousand and no/100 ——— DOLLARS

according to the terms of [illegible] certain written obligation for the payment of said sum of money, executed on the [illegible] day of [illegible] September [illegible], 19 [illegible], and by [illegible] terms made payable to the part [illegible] 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 [illegible] 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 [illegible] 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 [illegible] of the second part [illegible] 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 [illegible] making such sale, on demand, to the first part [illegible].

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 [illegible] of the first part ha[illegible] hereunto set [illegible] hand [illegible] and seal [illegible] the day and year last above written.

[signature] (SEAL)

Max G. Falkenstien (SEAL)

[signature] (SEAL)

Isabel Falkenstien (SEAL)

STATE OF Kansas
Douglas COUNTY, } ss.

BE IT REMEMBERED, That on this 21st day of September A. D. 19 71 before me, a notary public in the aforesaid County and State, came Max G. Falkenstien and Isabel Falkenstien, husband and wife

to me personally known to be the same person [illegible] 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.

FERN SORENSEN NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

My Commission Expires October 31 19 73

[signature] Fern Sorensen Notary Public

ASSIGNMENT

Recorded September 24, 1971 at 10:51 A.M.

Janice Beem Register of Deeds