

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 Y or the second part, its agents or assigns, 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 said Y making such sale, on demand, to the first part IES.

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

Paul L. Johnston (SEAL)
Paul L. Johnston (SEAL)
Evelyn M. Johnston (SEAL)
Evelyn M. Johnston (SEAL)

STATE OF Kansas

Douglas

COUNTY



BE IT REMEMBERED, That on this 4th day of October A. D. 19 71

before me, a Notary Public in the aforesaid County and State,
came Paul L. Johnston and Evelyn M. Johnston

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 June 10 1974

Florence M. French
Florence M. French Notary Public

Recorded October 5, 1971 at 10:40 A.M.

By: *Janice Beem* Register of Deeds
Dorene Davison, Deputy

BOOK 162

Reg. No. 6,169
Fee Paid \$49.25

27191

MORTGAGE

THIS MORTGAGE made October 3, 1971, by and between

CARROLL E. REDWINE and SHIRLEY J. REDWINE, his wife

hereinafter, jointly and severally, if more than one, called "Mortgagor" and referred to in the masculine singular, and THE PRUDENTIAL INVESTMENT COMPANY, a corporation organized and existing under the laws of the State of Kansas, 201 Esplanade, Kansas, hereinafter called "Mortgagee" (which designations shall include the respective successors in interest of the parties hereto).

WITNESSETH:

THAT MORTGAGOR, in consideration of the indebtedness evidenced by the promissory note hereinafter referred to, hereby MORTGAGES, CONVEYS AND WARRANTS to Mortgagee the following described real property in Lawrence County of Douglas State of Kansas:

Lot One Hundred Fifty-six (156), in Country Club North, an Addition to the City of Lawrence, in Douglas County, Kansas.

See Assignment of Mortgage, Book 162, pg 523.