

DOUGLAS COUNTY

defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will 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 party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, 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 Five thousand and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 28th day of September 1938, and by its terms made payable to the party 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 party 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 parties 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 obligations 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 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 part.... making such sale, on demand, to the first part.....

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 to 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.

Marguerite Leptad Vinyard
R. W. Vinyard
Mrs. Melba Leptad
Robert P. Leptad

May E. Leptad
Pauline M. Leptad Sample
Leo Sample
Agnes T. Leptad

STATE OF Illinois)
COUNTY OF COOK) SS:

Be It Remembered, That on this 5 day of Oct A.D. 1938 before me, a Notary Public in the aforesaid County and State, came May E. Leptad, a widow, Pauline M. Leptad Sample and Leo Sample, her husband, to me personally known to be the same persons 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.

William J. Long
Notary Public

(SEAL) My Commission Expires Nov. 12, 1941.

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS:

Be It Remembered, That on this 8th day of Oct A.D. 1938 before me, a Notary Public in the aforesaid County and State, came Marguerite Leptad Vinyard and Robert Vinyard, her husband to me personally known to be the same persons 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.

S. A. Wood
Notary Public

(SEAL) My Commission Expires on the 10th day of April 1941

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS:

Be It Remembered, That on this 8th day of October A.D. 1938, before me, a Notary Public in the aforesaid County and State, came Robert P. Leptad and Melba Leptad, his wife, Agnes T. Leptad, unmarried, to me personally known to be the same persons 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.

S. A. Wood
Notary Public

(SEAL) My Commission Expires on the 10th day of April 1941.

Recorded October 21, 1938 at 9:45 A.M.

Wendell A. B. B.

Register of Deeds.