

with the appurtenances and all the estate, title and interest in the said part 100 of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, no exceptions

and that they will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties hereto that the part 100 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 for such sum and by such insurance company as shall be requested and directed by the part 100 of the second part, the 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 100 of the first 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

Four thousand five hundred and no/100 : : : : : DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the day of

February, 1947, and by its terms made payable to the part 100 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 100 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 100 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 hereby, 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 100 of the second part to cause a receiver to be 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 100 of the first part making such sale, on demand, to the first part 100.

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 100 of the first part have hereunto set their hand and seal on the day and year last above written.

Elmer E. Churchbaugh (SEAL)
Donald B. Churchbaugh (SEAL)
Greta Churchbaugh (SEAL)

STATE OF Kansas
COUNTY OF Douglas

Be It Remembered, That on this 20th day of February A. D. 1947

before me, a Notary Public in the aforesaid County and State, came Elmer E. Churchbaugh, a single man and Donald B. Churchbaugh and Greta Churchbaugh

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.

JULY 17 1980

My Commission Expires

Notary Public

Recorded February 24, 1947 at 3:15 P.M.

Register of Deeds.