

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

And the said part 105 of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above described, and subject of record, and free of all incumbrances, except first Mortgage Loan in the amount of \$2500.00 dated Jan 10 1948 in favor of the Lawrence National

Bank, Lawrence, Kansas.

It is agreed between the parties hereto that the part 105 of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied or imposed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate in a good and safe condition and by such insurance company as may be approved and directed by the part Y of the second part, the loss, if any, made payable to the part Y of the second part by such insurance company as may be approved and directed by the part Y of the second part. And in the event that said part 105 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 Y 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 FIVE HUNDRED & no/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 12th day of March, 1948, and by it's terms made payable to the part Y 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 105 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 the payment of any sum or sums of money, 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 discontinued, or if the buildings upon 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 or sums of money so paid, or so 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 of the second part its agents or assigns 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 same under the power 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, costs and charges incident thereto, and the overplus, if any there be, shall be paid by the part Y making such sale, on demand, to the first part 105.

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 105 of the first part has hereunto set their hand, 8 and seal the day and year last above written.

Orville L. Edmonds (SEAL)
Margaret Edmonds (SEAL)

(SEAL)

STATE OF Kansas }
COUNTY OF Douglas } SS.

Be It Remembered, That on this 12th day of March A.D. 1948
before me, a Notary Public
came Orville L. Edmonds and Margaret Edmonds, his wife

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.

Howard Wiseman Notary Public

My Commission Expires March 18th 1950

Recorded March 18, 1948 at 3:20 A. M.

Norval A. Beck Register of Deeds.

Release

2. the undersigned, owner of the within mortgage,
do hereby acknowledge the full payment of the debt secured
thereby and authorize the Register of Deeds to enter the ^{33d} ¹⁹⁴⁸
discharge of this mortgage record dated the ^{27th} day of December
of Dec 27 1948 19.... *Howard Beck*
(Signed) *The Lawrence National Bank, Lawrence, Kansas*

Attest:

Howard Wiseman
A. Cash.

Riley E. Johnson
Executive Vice Pres.