

with the appurtenances and all the estate, title and interest of the said part 1/8 of the first part thereof.

And the said part 1/8 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and stand of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

It is agreed between the parties hereto that the part 1/8 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 and real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate tenanted against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of 1/8 interest. And in the event that either party X or the first part shall fail to pay such taxes when same become due and payable or to keep said premises covered by such insurance provided by the party Y of the second part may the party Y of the second part become a part of the indenture, 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

Two Thousand and no/100 - DOLLARS, according to the terms of a certain written obligation for the payment of said sum of money, executed on the 1st day of January 1950, and by John A. Zimmerman terms made payable to the party 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 party Y of the second part to pay for my insurance or to discharge any taxes with interest thereon as herein provided, in the event that said part 1/8 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 good condition, or are now, or when it commences on and thereafter, in a dilapidated condition, or if the buildings or land or any other property or rights or interests are sold, or otherwise disposed of, or if any other 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 Y 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 costs and charges incident thereto, and the overplus, if any there be, shall be paid by the party Y of the second part to the first part 1/8.

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 issue to, and be obligatory upon the heirs, executors, administrators, personal representative, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 1/8 of the first part John A. Zimmerman their hand 8 and
w^sd, the day and year last above written.

John A. Zimmerman (SEAL)
Christine Zimmerman (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas }
COUNTY OF Kansas }
CITY OF Douglas }
NOTARY PUBLIC
KANSAS CITY, KAN.

Be It Remembered, That on this 8th day of July A.D. 1950
before me, a Notary Public in the aforesaid County and State,
came John A. Zimmerman and Christine Zimmerman, 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.

George Kuhne
Notary Public

My Commission Expires

June 25 1954

Recorded July 10, 1950 at 10:10 P. M.

Harcourt Beck Register of Deeds

Release
I the undersigned, owner of the within mortgage, do hereby acknowledge
the full payment of the debt secured thereby and acknowledge
the Register of Deeds to enter the discharge of this mortgage
recorded. Dated this 10th day of June 1953.

The Lawrence National Bank, Lawrence, Ks.
By Leon S. Chee
Cashier Mortgagor Closner

This instrument
was written
in the original
language
of the
parties
and
is
not
in
English.

Albert John P. Peters
President Cashier

(My Seal)

John F. Gandy
Babylon Suber