

with the appurtenances and all the estate, title and interest of the said part 1/2 of the first part therein.

And the said part 1/2 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 seated of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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, and all taxes and other charges due thereon, and keep the buildings upon and real estate insured against fire and tornado in such sum as to be specified and directed by the parties hereto, of which the amount of such loss, if any, made payable to the party of the second to the extent of 1/2 of the interest. And in the event that said part 1/2 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 party 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 the indenture, and shall bear interest at the rate of 6% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifteen Hundred (\$1,500.00)

DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 12th day of

September, 1950, and by itself 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 part 1/2 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 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 this written obligation, which have not theretofore been paid, shall immediately mature and become due and payable at the option of the holder hereof of this indenture, and it shall be lawful for the said party of the second part to sell the same, or any part thereof, or take the title 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 surplus, if any there be, shall be paid by the party of the second part making such sale, or denied to the first part 1/2.

It is agreed that the parties hereto shall have the benefit of all the covenants 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.

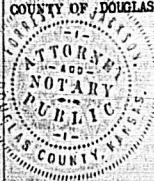
In Witness Whereof, the parties of the first part have hereunto set their hands and

seal the day and year last above written.

Howard Broyles (SEAL)
Mary J. Broyles (SEAL)
H. L. Broyles (SEAL)

(SEAL)

STATE OF KANSAS }
COUNTY OF DOUGLAS }



Be It Remembered, That on this 12th day of September A.D. 1950 before me, a Notary Public in the aforesaid County and State, came Howard Broyles and Marie J. Broyles, his wife; and H. L. Broyles, a single man;

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.

Forrest A. Jackson
Notary Public

My Commission Expires

Oct. 28 1952

Recorded September 13, 1950 at 2:00 P. M. Ward G. Berk Register of Deeds

I, 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 discharge of the mortgage of record.

Dated this 13 day of April 1953
J. C. Dempsey
Mortgagee, Owner.

This release
was written
on the original
mortgage.

Entered
this 13 day
at 1953

Harold A. Berk
Ring of Deeds
Bureau Steiner