

including the rents, issues and profits thereof (provided however that the mortgagors shall be entitled to collect and retain the rents issues and profits until default hereunder)

with the appurtenances and all the estate, title and interest of the said part 1.00 of the first part therein.

And the said part 1.00 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 being of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

And that they will warrant and defend the same against all parties making lawful claim therein. It is agreed between the parties herein that the part 1.00 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 part 1.00 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 1.00 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 six percent 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 & NO/100 DOLLARS,

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 14th day of February 1951, and by its 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 1.00 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 same is quitclaimed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for by 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 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 thereon 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 sum of one thousand dollars, and the balance, if any there be, shall be paid by the part Y of the second part to the holder hereof, on demand, in the first part 1.00.

It is agreed by the parties herein that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing thereon, shall bind and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties herein.

In Witness Whereof, the part 1.00 of the first part has Y hereunto set their hand and seal on the 14th day and year last above written.

J. Don Shultz (SEAL)
Lorraine B. Shultz (SEAL)
(SEAL)
(SEAL)

STATE OF Kansas
COUNTY OF Douglas

SS.

Be It Remembered, That on this 14th day of February A. D. 1951
before me, a Notary Public in the aforesaid County and State,
came J. Don Shultz and Lorraine Shultz, his wife

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.



Howard W. Wescott
Notary Public

Recorded February 14, 1951 at 4:05 P. M.

Harold A. 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 authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 31 day of July, 1952

Attest: John B. Peters
Assistant Cashier.

The Lawrence National Bank, Lawrence, Kansas
Low B. Abels
Cashier. mortgagee.

(Corp. Seal)

This release was written as the required mortgage

discharge

Harold A. Beck

Barbara Secker