

with the appurtenances and all the estate, title and interest of the said part 163 of the first part therein.

And the said part 163 of the first part do hereby covenant and agree that at the delivery thereof 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 incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto.  
It is agreed between the parties hereto that the part 163 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 LLOYD WILLIS keep the buildings upon said real estate in good repair, and keep the same in a fit and habitable condition, and to be responsible for the same, and to pay all expenses of the same, if any, made payable to the part 163 of the second part to the extent of 1/3 interest. And in the event that said part 163 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 163 of the second part may pay said taxes and insurance, or either, and the amounts 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.

THE GRANT is intended as a mortgage to secure the payment of the sum of Eighteen Hundred Fifty Dollars.

and no/100 DOLLARS, according to the terms of one certain written obligation for the payment of said sum of money, executed on the 3rd day of MARCH, A.D. 1951, and by L. E. Eby terms made payable to the part 163 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 163 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 163 of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments are 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 tax on said real estate when the same becomes 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 that 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, whether in law or equity, and it shall be lawful for the said party to require the holder hereof to take possession of the property comprising all the interests hereinabove described 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 provided for law and out of all moneys arising from the 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 163 making such sale, on demand, to the first part 163.

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 bind him, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 163 of the first part has signed hereto set their hand(s) and seal the day and year last above written.

W. W. Mills (SEAL)

J. S. M. Mills (SEAL)

(SEAL)

(SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

Be It Remembered, That on this 3rd day of MARCH A.D. 1951, before me, a Notary Public in the aforesaid County and State, came W. W. Mills and J. S. M. Mills, husband and 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.

My Commission Expires April 21 1954

Notary Public

L. E. Eby

Recorded March 3, 1951 at 11:50 A. M.

Harold G. 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 9th day of October 1951

The Lawrence Building and Loan Association  
by W. E. Decker Vice-Pres.  
Mortgagee.

Attest: L. E. Eby Secretary  
(Corp. Seal)

This release  
was written  
on the original  
mortgage  
entered  
this 10th day  
of October  
1951

Harold G. Beck  
Barbara Schubert  
Secretary