

with the appurtenances and all the estate, title and interest of the said part 100 of the first part therein.

And the said part 100 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 seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

And that the said part 100 will warrant and defend the same against all parties making lawful claim thereto, that may be joined or pressed against said real estate when the same becomes due and payable, and shall cause the same to be kept insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 100 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 100 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 instrument, 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 Forty-five Hundred Dollars and no/100 DOLLARS.

according to the terms of QDC certain written obligation for the payment of said sum of money executed on the 8th day of March 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 100 of the first part shall fail to pay the same as provided in this instrument.

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 building on and 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 said written obligation, for the security of which this instrument 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 to take possession of the 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 thereon, and the surplus, if any there be, shall be paid by the part Y of the second part, making such sale, on demand, to the first part 100.

It is agreed by the parties hereto that the terms and provisions of this instrument 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 100 of the first part has its hand and seal the day and year last above written.

Henry P. Smith (SEAL)
John W. Smith (SEAL)
John W. Smith (SEAL)
Florence Smith (SEAL)

STATE OF Kansas } ss.
COUNTY OF Douglas



Be It Remembered, That on this 13th day of March A.D. 1951 before me, a Notary Public in the aforesaid County and State, came Henry P. Smith and Zona M. Smith, his wife

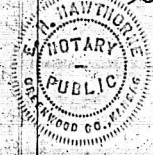
to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

John P. Peters
Notary Public

My Commission Expires January 8 1955

STATE OF Kansas } ss.
COUNTY OF Douglas



Be It Remembered, That on this 12th day of March A.D. 1951 before me, a Notary Public in the aforesaid County and State, came John W. Smith and Florence Smith, 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.

E. H. Hawthorne
Notary Public

My Commission Expires March 19 1952

Recorded March 11, 1951 at 11:40 A.M.

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 5th day of July, 1957

The Lawrence Building and Loan Association
Mortgagee.

Attest:

W. E. Decker, Vice-President

Imogene Howard, Asst. Secretary

This release was written as the release of the mortgage of record.

Harold A. Beck
By Maria Wilson