

<p>installments to the xxxxxxxxxxxxxxxx day of xxxxxxxxxxxxx, 19xx, and upon payment on the xxxxxxxxxxxx date of xxxxxxxxxxxx, xxxxxxxx until xxxxxxxxxxxx year thereafter, until the entire sum is fully paid.</p> <p>Whereas, this mortgage is made subject to one first mortgage upon the above described real estate for the sum of \$ 2,500.00 with interest thereon at the rate of ... per cent, payable ... annually, now or then shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable, or if due to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of said mortgage, and the note secured hereby, may, at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent, from the time of said payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.</p> <p>And if default be made in the payment of any one of the installments described in this mortgage, and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of ten per cent, per annum from the date of said note until fully paid. Appraisement waived at option of mortgagor.</p> <p>Now if said <u>Nolan Eugene Wingerter and Ruth Joyce Wingerter, his wife</u></p>	
<p>shall pay or cause to be paid to said party of the second part, <u>15</u>, heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed, and levied against said premises or any part thereof are not paid when the same are by law made due and payable; or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.</p> <p>And the said party of the first part, for themselves and for their heirs, do hereby covenant to and with the said party of the second part, executors, administrators and assigns that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a first mortgage in favor of Capitol Federal Savings and Loan Association, Topeka, Kansas in the original sum of \$2,500.00, dated July 21, 1953, and recorded August 15, 1953, in Book 106, page 559 in the Office of the Register of Deeds, Douglas County, Kansas.</p> <p>and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whatsoever.</p> <p>In Witness Whereof, The said party of the first part have hereunto set their hands the day and year first above written:</p> <p>ATTEST:</p> <p><u>Nolan Eugene Wingerter</u> Nolan Eugene Wingerter <u>Ruth Joyce Wingerter</u> Ruth Joyce Wingerter</p>	
<p>STATE OF KANSAS, } Douglas County } ss. Be It Remembered, That on this <u>5th</u> day of <u>January</u> A.D. 19<u>56</u> before me <u>Eugene L. Doane</u>, a Notary Public in and for said County and state, came <u>Nolan Eugene Wingerter and Ruth Joyce</u> Wingerter, his wife, to me personally known to be the same person(s) who executed the within instrument of writing, and duly acknowledged the execution of the same.</p> <p>IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.</p> <p><u>Eugene L. Doane</u> <u>Notary Public</u></p>	
<p>My Commission Expires January 29, 19<u>59</u></p>	

This release Recorded January 6, 1956 at 3:45 P.M.

This release was written on the original mortgage.

Entered this 26th day of June 1956

Harold A. Beck
Frances McFoye

[Corp Seal]

Home Owners' Investment Company Inc.
John B. Harris, President
Alan C. Fisher, Secretary-Treasurer

Harold A. Beck Register of Deeds

Please.

The note herein described having been paid in full the mortgage
is hereby released and the wish thereby created discharged.

As witness my hand this 21st day of June 1956