

Whereas, this mortgage is made subject to first mortgage upon the above described real estate, for the sum of \$10,500.00 with interest thereon at the rate of 10 per cent, payable annually, now if default 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 according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make and 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 payments 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.

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. Agreement waived as portion of mortgage.

Now it and Ronald L. Robertson and Ruby Pauline Robertson, his wife shall pay or cause to be paid to said party of the second part, his 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 mortgage 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.

And the said party of the first part, for themselves and for their heirs, assigns, 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 has good right to sell and convey the same, that said premises are free and clear of all encumbrances, EXCEPT A first mortgage to Capital Federal Savings and Loan Association, Topeka, Kansas, in the original sum of \$10,000.00 dated September 14, 1955, and recorded September 20, 1955, in Book 110, at Page 514-5, in the Office of the Register of Deeds, Douglas County, Kansas,

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 whomsoever.

In Witness Whereof, The said party of the first part has hereunto set their hands and seals this day and year first above written.

ATTEST:

Ronald L. Robertson
 Ronald L. Robertson

Ruby Pauline Robertson
 Ruby Pauline Robertson

STATE OF KANSAS,)
 County of Douglas,)
 Be It Remembered, That on this 29th day of January, A.D. 1957,
 before me, Eugene L. Deane, a Notary Public
 in and for said County and state, came Ronald L. Robertson and Ruby Pauline Robertson, his wife
 to me personally known to be the same persons who executed the within instrument of writing, 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.

By Commission Expires January 29, 1959
Eugene L. Deane
 Eugene L. Deane, Notary Public

Recorded February 26, 1957 at 3:20 P.M. *Harold A. Beck* Register of Deeds

RELEASE.

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my Hand this 10th day of May 1962.

ATTEST: L. F. Kittleen *Walter Youngquist*

This release was written on the original mortgage entered this 16 day of May 1962

Harold A. Beck
 Harold A. Beck, Deputy