

Now, if the said parties of the first part, or any one for them, shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said part V of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said

foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part V of the second part, its successors, and assigns, shall be entitled to a judgment for the sum due upon said note, and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said part ICS of the first part, their heirs and assigns, and all persons claiming under them. And the said part ICS of the first part shall and will at their own expense from the date of the execution of this Mortgage, until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of \$3,382.00 Dollars, for the benefit of said part V of the second part; and in default thereof said part V of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part ICS of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner S 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 in the quiet and peaceable possession of said part V of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said part ICS of the first part have hereunto set their hand S the day and year first above written.

Executed and delivered in presence of

Clarence T. Payne (SEAL)
X Francis Payne (SEAL)
____ (SEAL)
____ (SEAL)

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, that on this 14th day of November A. D. 19 57, before me, the undersigned, a notary public in and for said County and State, came Clarence Payne and Francis Payne, husband and wife,

who are personally known to me to be the identical person S described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

My commission expires 16 Aug 19 61

Notary Public.

Recorded: November 15, 1957 at 1:15 P.M.

part of record, book of fees
of office, and

Notary Public, Successor to _____, do hereby certify that the foregoing Mortgage was duly acknowledged before me, and that the same was duly recorded in the public records of the County of Douglas, State of Kansas, on the day and year last above written.

Notary Public, John P. Kunk, Notary Public, State of Kansas

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