

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 part ies 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 mortgagee.

Now if said Donald E. Cobb

shall pay or cause to be paid to said part ies of the second part, their 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 parties of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part y of the first part, for himself and for his heirs, do ss hereby covenant to and with the said part ies of the second part, executors, administrators and assigns, that he is lawfully seized in fee of said premises, and has a good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a mortgage to Capitol Federal Savings and Loan Association, Topeka, Kansas in the original sum of \$9,700.00, dated January 21, 1958 and recorded January 24, 1958 in Book 117, at page 388-90 in the office of the Register of Deeds, Douglas County, Kansas

and that he will, and his 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 part ies of the first part ha ve hereunto set their hands the day and year first above written.

ATTEST:

Donald E. Cobb  
Donald E. Cobb

STATE OF KANSAS,

Douglas County

County } ss.

Be It Remembered, That on this 16th day of March

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before me, they undersigned

a Notary Public

in and for said County and state, came Donald E. Cobb

to me personally known to be the same person 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.

My Commission Expires August 14, 1961  
My Commission Expires

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Geneva H. Simmons  
Geneva H. Simmons  
Notary Public

Recorded on March 23, 1959 at 2:15 P.M.

Donald E. Cobb Register of Deeds