

NOW, if the said Dale L. Stevenson and Ruth A. Stevenson, 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 Y of the second part or assigns, 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 upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part, its ~~successors~~ <sup>assigns</sup>, executors, administrators 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, and all costs and expenses of enforcing the same, as provided by law, 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 said part 100 of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisalment of said property is hereby waived by said part 100 of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said part 100 of the first part. And the said part 100 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 THIRTEEN THOUSAND FIVE HUNDRED & 00/100 dollars, for the benefit of the said part Y of the second part or his assigns; and in default thereof said part Y of the second part may at his option effect such 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 at his option pay any taxes or statutory liens against said property, all of which sums with 10 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said part 100 of the first part do hereby covenant and agree that at the delivery hereof said Dale L. Stevenson and Ruth A. Stevenson the lawful owner<sup>s</sup> of the premises above granted and seized of a good and inde feeble estate of inheritance therein, free and clear of all incumbrance, and that they will Warrant and Defend the same in the quiet and peaceable possession of said part Y of the second part its ~~successors~~ <sup>assigns</sup> forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said part 100 of the first part do hereunto set their hand & the day and year first above written.

Executed and delivered in presence of

Dale L. Stevenson  
Dale L. Stevenson

Ruth A. Stevenson  
Ruth A. Stevenson

STATE OF KANSAS.

County of April BE IT REMEMBERED, That on this April day of April, A. D. 19 59 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Dale L. Stevenson and Ruth A. Stevenson

personally known to me to be the same person<sup>s</sup> who executed the within instrument of writing, and such person<sup>s</sup> duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official seal the day and year last above written.

March 23, 1960 Walter J. Birmingham, Notary Public.

Recorded on April 28, 1959 at 9:50 A.M.

Walter G. Beck Register of Deeds