

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 the Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part, its successors, 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, appraisal 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^s of the premises above granted and seized of a good and inde feassible 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, assigns forever; against the lawful claim of all persons whomsoever.

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

Executed and delivered in presence of

Dale L. Stevenson

Ruth A. Stevenson

STATE OF KANSAS.

County of Douglas, BE IT REMEMBERED, That on this 28th 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

and were personally known to me to be the same person^s who executed the within instrument of writing, and such person^s 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, 19 60 Helen T. Brumington, Notary Public.

Recorded on May 6, 1959 at 10:25 A.M.

RECEIPT

\$3898.61

Nov 18 1959

RECEIVED OF Dale L. Stevenson and Ruth A. Stevenson the within named mortgagor, the sum of three thousand eight hundred ninety-eight & 61/100 DOLLARS, in full satisfaction of the within Mortgage.

WITHOUT RECOURSE
LOGAN-MOORE LUMBER CO.
Pat E. Dunn Secy.

(Corp. Seal)

This release was written on the original mortgage released this 13th day of November 19 59

Harold A. Beck
Reg. of Deeds
By: James Beem
Deputy