

NOW, If the said Dale L. Stevenson and Ruth A. Stevenson, Husband and Wife 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 becomes due, then, and in that case, the whole of said sum and interest shall, at the option of said party 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 party of the second part or its 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 parties 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 parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties 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 Nineteen Hundred and No/100 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party 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 six per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said Dale L. Stevenson and Ruth A. Stevenson are the lawful owners 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 party of the second part and its assigns forever; against the lawful claim of all persons whomsoever.

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

Executed and delivered in presence of

Dale L. Stevenson
Ruth A. Stevenson
Ruth A. Stevenson

STATE OF KANSAS.

County of Douglas

day of April

BE IT REMEMBERED, That on this 30th
A. D. 1959, before me, the undersigned, a Notary Public

in and for the County and State aforesaid, came Dale L. Stevenson and Ruth A. Stevenson, Husband and Wife

who are personally known to me to be the same person or persons who executed the within instrument of writing, and such person or persons duly acknowledged the execution of same.

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

My commission expires March 23rd

1960

William D. Birmingham, Notary Public.

KNOW ALL MEN BY THESE PRESENTS:

ASSIGNMENT

Recorded on May 9, 1959 at 9:49 A.M.

Harold A. Beck Register of Deeds

RECEIPT

\$2,000.00

October 2, 1964

RECEIVED OF Dale L. Stevenson and Ruth A. Stevenson the within named mortgagors, the sum of Two Thousand and no/100 - - - - - DOLLARS, in full satisfaction of the within Mortgage.

LOGAN-MOORE LUMBER COMPANY

(Corp. Seal)

By Pat E. Dunn, Secretary

This release was written on the original mortgage

entered this 6 day of October 1964

Harold A. Beck
Reg. of Deeds

Deputy