- All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.
- Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this
  mortgage nor said note shall be deemed to impose on the Mortgagors any obligation of payment,
  except to the extent that the same may be legally enforceable; and any provision to the contrary shall
  be of no force or effect.
- Any award of damages under condemnation for injury to, or taking of, any part orgali of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.
- 10. In the event any monthly instalment (whether payable under the note or this mortgage or both) is not paid within fifteen days from the date it is due, Mortgagors agree to pay, if charged by the Mortgagee, a "late charge" of not more than four cents for each dollar so overdue, to cover extra expense involved in handling delinquent payments.
- 11. If requested by Mortgagee, Mortgagers agree to deposit with Mortgagee monthly or other periodic poyments as specified in such request, of a sum which shall be sufficient to pay taxes, special assessments, ground rents and other charges and fire and other hazard insurance premiums as they become due, all as estimated by Mortgagee, which soid sums shall be held by Mortgagee in trust, to pay such taxes, assessments rents, charges and premiums. If at any time the fund so held by Mortgagee shall be insufficient to pay any tax, assessment, rents, charges or premiums, Mortgagors shall, upon receipt of notice thereof, deposit with Mortgagee such additional funds as may be necessary to remove such

IN WITNESS WHEREOF, said Mortgagor has hereunto set . his -

Alton C. Thomas

## STATE OF KANSAS

Douglas County. Be it remembered that on this

day of January

A. D. 19 60

before the undersigned

Howard Wiseman
a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came

Alton C. Thomas, a single man,

who is personally known to me and known to me to be the same person who executed the foregoing instrument of writing as Mortgagor, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year

19 62 9 My commission expires P April 18th

Whoward Wiseness Notary Public.

7 63 TO A

The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, hereby acknowledges full payment of the note executed by Alton C. Thomas, of the County of Douglas, State of Kansas, and mentioned in the within mortgage, recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, in Vol. 12h, Page 167.

And said Company hereby cancels and releases said mortgage and authorizes the Register to materials and releases when the many of its record.

And said Company hereby cancels and releases said mortgage and action of the enter this release upon the margin of its record.

Dated and signed at Milwaukee, Wisconsin, this twenty-fifth day of May, 1966.

THE NORTHWISTERN MUTUAL LIFE INSURANCE COMPANY
By: F. E. Ferguson, Vice President
Attest: C. A. Westring, Ass't. Secretary