

Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgagee, be declared due and payable at once.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for of said note in full. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or other charges or payments provided for of said note in full. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

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

Robert L. Elder
Robert L. Elder

Wilma J. Elder
Wilma J. Elder

Johnny B. Ezell
Johnny B. Ezell

Nancy J. Ezell
Nancy J. Ezell

Michael L. Jamison
Michael L. Jamison

Virginia F. Jamison
Virginia F. Jamison

STATE OF KANSAS

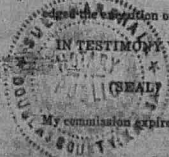
COUNTY OF Douglas

BE IT REMEMBERED, that on this 17th day of February, A. D. 1960, before me, the undersigned, a

Notary Public in and for the County and State aforesaid came Robert L. Elder and Wilma J. Elder, his wife, Johnny B. Ezell and Nancy J. Ezell, his wife, and Michael L. Jamison and Virginia F. Jamison, his wife

known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.



Sue Marshall
Sue Marshall, Notary Public

Recorded February 18, 1960 at 11:20 A.M.

Harold A. Beck Register of Deeds

SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION
By Ray L. Culbertson, Vice President
Lawrence, Kansas, February 14, 1961

(Corp. Seal)

This release was written on the original mortgage entered this 14th day of February 1961

Harold A. Beck
Reg. of Deeds
By Janice Beem