

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$13,000.00 with interest thereon at the rate of 5% per cent, payable annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby, may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent. from the time of said payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any one of the installments described in this mortgage and note, when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the parties of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent. per annum from the date of said note, until fully paid. Appraisement waived at option of mortgagee.

Now if said Richard A. Daigh and Marjorie A. Daigh, his wife

shall pay or cause to be paid to said parties of the second part their heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said parties of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and for their heirs, do hereby covenant to and with the said parties of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a first mortgage in the original sum of \$13,000.00 to Inglis Mortgage Company dated November 8, 1958 and recorded November 28, 1958 in Book 120 at Page 197 in the office of the Register of Deeds, Douglas County, Kansas; said mortgage being assigned to the Prudential Insurance Company of America on March 17, 1959 and the assignment recorded March 31, 1959 in Book 121 at Page 258 in the office of the Register of Deeds, Douglas County, Kansas and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands 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.

ATTEST:

Richard A. Daigh
Richard A. Daigh
Marjorie A. Daigh
Marjorie A. Daigh

STATE OF KANSAS,	
Douglas	County
Be It Remembered, That on this 2nd day of August A. D. 19 60	
before me, Eugene L. Doane, a Notary Public	
in and for said County and state, came Richard A. Daigh and Marjorie A. Daigh, his wife	
to me personally known to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.	
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.	
My Commission Expires January 29, 19 63	<u>Eugene L. Doane</u> Eugene L. Doane Notary Public

Recorded September 14, 1960 at 3:10 P.M.

Harold A. Beck Register of Deeds
By: James Beam, Deputy