

NOW, if the said first part ies 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 second part, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; or in the event of the actual or threatened waste, demolition or removal of any of the buildings, structures or improvements placed or erected on said premises without the consent of the second part y, or in the event the first part shall commit or permit any act to be committed on or against the said property causing the same to be less valuable or causing the security herein provided to be diminished, or in case any complaint or petition in bankruptcy or other bankruptcy proceeding is filed by or against said first part ies, or in the event the first part ies makes an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court of competent jurisdiction, or if condemnation proceeding under any power of eminent domain be instituted against the said described premises, then and in any such events the entire debt remaining secured by this indenture shall at the option of the second part become at once due and payable; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this Mortgage.

And upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the second part y his heirs, successors 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, with interest on said additional sums so paid at the rate of ten per cent. per annum from the date of payment of said sums, and costs, 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 the said first parties, their heirs, successors, and assigns, and all persons claiming under.

And the said first parties 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 \$1,150.00 Dollars, for the benefit of said second part y, and in default thereof said second part y may effect said insurance in 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 be enforced and collected in the same manner as the principal debt hereby secured.

And the said first parties do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that with Warranty and defend the same in the quiet and peaceable possession of said second part y his heirs, successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said first part ies have hereunto set their hand and seal the day and year first above written.

Executed and delivered in presence of

X Arthur S. Frye (SEAL)  
X Charlotte A. Frye (SEAL)  
(SEAL)  
(SEAL)

STATE of Kansas, COUNTY of Douglas, SS

BE IT REMEMBERED, that on this 1st day of May, A. D. 1961, before me, the undersigned, a Notary Public, in and for said County and State, came Arthur S. Frye and Charlotte A. Frye

who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.



My Commission expires April 1, 1965

Alpha Cochran  
Alpha Cochran, Notary Public

Recorded May 12, 1961 at 10:10 A.M.

Harold G. Beck

Register of Deeds

SATISFACTION OF MORTGAGE

Robt. H. Owen, d/b/a Aalco Roofing and Siding Company the mortgage within named, do hereby certify that the within Mortgage is fully paid, satisfied, and discharged, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record. Dated at Kansas City, Mo., June 1, 1964. Robt. H. Owen, d/b/a Aalco Roofing and Siding Co.

In presence of Opal M. Cummings

THIS release was filed on the original mortgage this 10th day of June 1964  
Harold G. Beck  
Register of Deeds  
Opal M. Cummings