

NOW, if the said first parties 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 parties, 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 parties, or in the event the first parties 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 parties, or in the event the first parties 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 parties 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 parties, their 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 them.

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 \$3,850.00, for the benefit of said second parties and in default thereof said second parties 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 they are 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 they will warrant and defend the same in the quiet and peaceable possession of said second parties, their heirs, successors and assigns forever, against the lawful claims of all persons whomsoever.

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

Executed and delivered in presence of

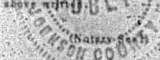
Wm. Schwartz (SEAL)
Myrtle Schwartz (SEAL)
(SEAL)
(SEAL)

STATE of Kansas, COUNTY of Johnson, SS

BE IT REMEMBERED, that on this 30th day of August, A. D. 1961, before me, the undersigned, a Notary Public, in and for said County and State, came

WILLIAM SCHWARTZ and MYRTLE SCHWARTZ, husband and wife 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 February 26, 1963.

Raymond J. McElroy (SEAL)
Notary Public
Raymond J. McElroy

Recorded August 31, 1961 at 9:45 A.M.

SATISFACTION OF MORTGAGE

Robert B. Nusser, Ralph W. Nusser, Esther W. Graham, Tom C. Lewis, Dean L. Dufur the mortgagees within named, do hereby certify that the within Mortgage is fully paid, satisfied, and discharged, and authorize the Register of Deeds of Johnson & Douglas County, Kansas, to discharge the same of record.

Dated at Shawnee Mission, Kansas, September 17, 1962.

Robert B. Nusser
Dean L. Dufur
Esther W. Graham
Ralph W. Nusser
Tom C. Lewis

This release was written on the original mortgage.

Entered day of October 1962

Harold A. Beck
Reg. of Deeds
By: Janice Bean
Deputy