

NOW, if the said ORVEL BEER & LUEJUTTA BEER

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 party Y of the second part or assigns, 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 upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its SUCCESSIONS, ASSIGNS, 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, and all costs and expenses of enforcing the same, as provided by law, 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 said parties of the first part, their SUCCESSIONS, ASSIGNS, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part 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 Two-Thousand, Five Hundred no/100 Dollars, for the benefit of the said party Y of the second part or assigns; and in default thereof said party of the second part may at his option effect such insurance in its 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 at his option pay any taxes or statutory liens against said property, all of which sums with 10 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said parties of the first part hereby covenant and agree that at the delivery hereof said ORVEL BEER & LUEJUTTA BEER the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance and that will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part heirs and assigns forever; against the lawful claim of all persons whomsoever, except as above stated. IN WITNESS WHEREOF, The said parties of the first part hereunto set their hand s the day and year first above written.

Executed and delivered in presence of

Orvel Beer  
Luejutta Beer

STATE OF KANSAS.

County of DOUGLAS BE IT REMEMBERED, That on this 3rd day of December, A. D. 1962 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Orvel Beer and Luejutta Beer who are personally known to me to be the same person s who executed the within instrument of writing, and such person duly acknowledged the execution of same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written. Term of office August 5, 1963 Sue Marshall Notary Public.

Recorded December 3, 1962 at 12:15 P.M.

Harold A. Beck Register of Deeds

RECEIPT

\$2,612.50 September 9, 1963  
RECEIVED OF ORVEL BEER and LUEJUTTA BEER the within mortgagor, the sum of Two Thousand Six Hundred Twelve and 50/100 - DOLLARS, in full satisfaction of the within Mortgage.

(Corp Seal)

LOGAN-MOORE LUMBER COMPANY  
By: Pat E. Dunn, Secretary

This release  
was written  
on the original  
Mortgage  
entered  
this 10th day  
of September  
1963

Harold A. Beck  
Reg. of Deeds

Deputy