

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor **S** hereby covenants with said mortgagee that **I** he **Y** are, at the delivery hereof, the lawful owner **S** of the premises above conveyed and described, and **are** seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that **I** he **Y** will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and the instrument is executed and delivered to secure the payment of the sum of **One Thousand Two Hundred and No/100th --** Dollars (\$1,200.00) with interest thereon together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, exempted by said mortgagor **I** to said mortgagee, payable as expressed in said note, and to ensure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor **S** by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, back 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 secured hereunder, including future advances, are paid in full with interest.

The mortgagor **S** hereby agrees to said mortgagee all rents and income arising at any and all times from said property and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep and property in habitable condition or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise, so long as the same stand in no manner pending.

There are no unpaid labor or material bills outstanding which would result in a mechanic's lien against this property. There are no unpaid taxes or assessments against this property which would result in a tax lien against this property. Any transfer of said real estate shall be subject to the condition that the purchaser or purchasers shall also be liable for the payment of such indebtedness as shall be subject to the condition of this mortgage.

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

If said mortgagor **S** shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof, in accordance with the terms and provisions thereof, and if said mortgagor **S** shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the payment of all of the amounts due and payable, and may at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all sums of indebtedness secured hereby shall draw interest at 10% per annum. Assignment waived. This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor **S** he **Y** have set their hands the day and year first above written.

Dale W. Sieg

Evelyn G. Sieg

STATE OF KANSAS

STATE OF KANSAS

COUNTY OF Franklin

BE IT REMEMBERED, that on this 11th day of March, A.D. 1951, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Dale W. Sieg and Evelyn G. Sieg, his wife,

who are personally known to me to be the same persons who executed the within mortgage, and such persons do hereby acknowledge the execution of the same, to be the same persons who executed the within mortgage, and such persons do hereby acknowledge the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)

My Comm. Expires December 31st, 1957

SATISFACTION AND RELEASE