

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining forever:

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered one certain promissory note to said part Y of the second part, for the sum of Six Thousand and no/100 (\$6,000.00) - - - - - DOLLARS bearing even date herewith, payable at the office of Bill Bodin in Lawrence, Kansas, in equal installments of Two Hundred and no/100 (\$200.00) - - - - - DOLLARS each, the first installment payable on the 1st day of May, 1964, the second installment on the 1st day of June, 1964, and one installment on the 1st days of each and every month in each year thereafter, until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$11,700.00 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 party 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. Appraisal waived at option of mortgagee.

Now if said parties of the first part shall pay or cause to be paid to said part Y of the second part, his 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 part Y 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 their heirs, do hereby covenant to and with the said part Y of the second part, executors, administrators and assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all encumbrances, except a mortgage in the amount of \$11,700.00 to the Federal Land Bank Assn. of Lawrence, Kansas dated October 9, 1963 and recorded in Douglas County Register of Deeds office in Mortgage Book 135, at Page 489.

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:

*Harry F. Newell*  
Harry F. Newell  
*Clarice E. Newell*  
Clarice E. Newell

STATE OF KANSAS,  
Douglas County

Be It Remembered, That on this 27th day of March, A. D. 1964, before me, Clyde F. Mersmann, a Notary Public

in and for said County and state, came Harry F. Newell and Clarice E. Newell, husband and wife to me personally known to be the same person 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 October 2, 1964

*Clyde F. Mersmann*  
Clyde F. Mersmann Notary Public

Recorded March 30, 1964 at 11:20 A.M.

*Harold A. Fick* Register of Deeds