

TO HAVE AND TO HOLD THE SAME. Together with all and singular the tenements, hereditaments and appurtenances thereunto 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 Two Thousand Five Hundred and fifty (\$2550.00)-----DOLLARS

bearing even date herewith, payable at Lawrence Kansas, in equal installments of \$85.00 DOLLARS each, the first installment payable on the 22nd day of July, 1964, the second installment on the 22nd day of August, 1964, and one installment on the 22nd 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 \$9600.00 with interest thereon at the rate of 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 unpaid 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 part 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 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 to the Flushing Federal Savings and Loan Association in the amount of \$9,600.00 dated September 24, 1957 and which is recorded in hook 117 at page 312 in the Register of Deed's office in Douglas county, Kansas.

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 hand the day and year first above written.

ATTEST:

Grant A. Snyder

Lois N. Snyder

STATE OF KANSAS,  
Douglas County

Be It Remembered, That on this 22nd day of June, A. D. 1964

before me, Clyde F. Mersmann, a Notary Public

in and for said County and state, came Grant A. Snyder and Lois N.

Snyder, 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 Notary Public

Recorded June 22, 1964 at 1:00 P. M.

Register of Deeds

Be it remembered that on this 22nd day of June, 1964, before me, the undersigned, a Notary Public in and for the State of Kansas, personally appeared Grant A. Snyder and Lois N. Snyder, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Notary Public

This record is a true and correct copy of the original as the same appears in the records of the Register of Deeds.

Witness my hand and seal this 22nd day of June, 1964.

James Beem

Register of Deeds

By: [Signature]

Notary Public