

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said parties of the first part have this day made, executed and delivered to the said party of the second part a Promissory Note of even date herewith, by which they promise to pay to the said Bill Bodin Four Thousand and Six Hundred (\$4,600.00) or order, the value due 19 with interest from to maturity at the rate of ten per cent per annum payable semi-annually, as evidenced by

for the sum of \$ each, falling due on the days of and in each year, both principal and interest notes are payable at and long interest from maturity until paid at the rate of per cent per annum, payable semi-annually.

NOW, in the said Ray C. Newell and Dorothy Newell 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 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, his heirs, executors, administrators 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 party of the first part, his heirs and assigns, and all persons claiming under him, at which sale, appraisement 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 party of the first part. And the said party of the first part shall and will at their own expense from the date of the execution of this Mortgage until said rents 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 \$5,000.00 Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premiums 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 entered 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 parties of the first part are the lawful owners of the premises above granted and seized of a good and lawful estate of inheritance therein, free and clear of all incumbrances and that will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever against the lawful claims of all persons whomsoever.

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

Executed and delivered in presence of

Ray C. Newell
Ray C. Newell

Dorothy Newell
Dorothy Newell

STATE OF KANSAS

County of Douglas ss. BE IT REMEMBERED, That on this 17th day of July A. D. 1964 before me the undersigned, a Notary Public in and for the County and State aforesaid, came Ray C. Newell and Dorothy Newell husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written.

Term expires April 1, 1965

Alpha Calson
Alpha Calson
Notary Public.

Recorded July 20, 1964 at 11:25 A.M.

Harold A. Beck Register of Deeds
By James Keen, Deputy