

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of TEN THOUSAND AND NO/100THS Dollars (\$10,000.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagees under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor _____ to said mortgagees, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor _____ by said mortgagees, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagees, however evidenced, whether by note, book 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 _____ hereby assigns to said mortgagees all rents and income arising at any and all times from said property and hereby authorizes said mortgagees or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable 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 mortgagees in the collection of said sums by foreclosure or otherwise.

There are no unpaid labor or material bills outstanding which would result in a mechanic's 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.

The failure of the mortgagee 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 _____ shall cause to be paid to said mortgagees 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 _____ 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 mortgagees shall be entitled to the possession of all of said property, 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 items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal 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 _____ has hereunto set their hand _____ the day and year first above written.

CP-207 3M 4-54
ATT. REV. 4-56

Fred Stewart
Fred Stewart

Mary Ann Stewart
Mary Ann Stewart

STATE OF KANSAS.

COUNTY OF Johnson

BE IT REMEMBERED, that on this 27th day of August, A. D. 1964, before me,

the undersigned, a Notary Public in and for the county and state aforesaid, came FRED STEWART and MARY ANN STEWART, husband and wife

who are personally known to me to be the same person _____ who executed the within mortgage, and such person _____ duly acknowledged 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)

George E. Greer
George E. Greer Notary Public

My Comm. Expires March 1, 1966

Recorded August 28, 1964 at 11:10 A.M.

Harold A. Beck Register of Deeds

SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record forthwith.

Dated at Shawnee, Kansas, this 1st day of April, 1965.

(Corp. Seal)

COMMERCE SAVINGS AND LOAN Association
By Betty A. Harman, Secretary

This release
was written
on the original
mortgage

entered

this 9 day

of April

1965

James B. Bann
Reg. of Deeds
By Blue Bannister
Deputy