

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said Karl C. Kappelman and Josephine H. Kappelman have this day executed and delivered one certain promissory note to said party of the second part, for the sum of Twenty One Hundred and No/100 (\$2100.00) ----- DOLLARS bearing even date herewith, payable at the office of Bill Bodin, Inc. in Lawrence, Kansas, in equal installments of eighty-five and 64/100 (\$85.64) ----- DOLLARS each, the first installment payable on the 3rd day of January, 1965, the second installment on the 3rd day of February, 1965, and one installment on the 3rd day 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 original \$14,000.00 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 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 party Y of the second part XXXX 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 party 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 party 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 for the unpaid balance of a mortgage to the Prudential Ins. Co. of America which was in the original sum of \$14,000.00 and which, on this date, has a balance not to exceed \$9,900.00.

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 this day and year first above written.

ATTEST:

Karl C. Kappelman
Karl C. Kappelman

Josephine H. Kappelman
Josephine H. Kappelman

STATE OF KANSAS,)
Douglas County) ss.
Be It Remembered, That on this 3rd day of December, A. D. 1964
before me, Eugene L. Doane, a Notary Public
in and for said County and state, came Karl C. Kappelman and Josephine H. Kappelman, his wife
to me personally known to be the same persons 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 January 22, 1967

Eugene L. Doane
Eugene L. Doane Notary Public

Recorded December 7, 1964 at 3:20 P.M.

Harold G. Beck Register of Deeds
By James Beam, Deputy

RELEASE.
The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. As Witness my hand this 3rd day of September, 1965.

(Corp Seal) BILL BODIN, INC.
by Bill Bodin, Pres.

File released
was written
on the original
mortgage
this 7th day
of Sept.
1965
James Beam
Reg. of Deeds
By Silvia Montoya