

The unpaid principal balance shall bear interest at the rate of 5 1/2% per annum.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$6,573.29 with interest thereon at the rate of 12 per cent, payable monthly ~~and~~ 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 this 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 such 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 128 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 David I. Gibson and Frances D. Gibson, shall pay or cause to be paid to said parties of the second part, ~~that~~ their 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 128 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~~ ~~that~~ their, do hereby covenant to and with the said parties of the second part, executors, administrators or assigns, that ~~they~~ ~~may~~ 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 the heretofore mentioned~~ ~~First Mortgage of record in favor of Capital Federal Savings Loan, dated November 30, 1955, recorded December 21, 1955, at Book 111, Pages 375-1, in the mortgage records of~~ ~~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 part 128 of the first part hereunto set ~~their~~ hand the day and year first above written.

ATTEST:

[Signature]
[Signature]

STATE OF KANSAS, ss.
Douglas County,
 Be It Remembered, That on this 2nd day of March A. D. 1961
 before me, Charles A. Hedger, a Notary Public
 in and for said County and State, came David I. Gibson and Frances D. Gibson, husband and wife,
 to me personally known to be the same persons who executed the foregoing 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 August 21 1965
[Signature]
 Charles A. Hedger Notary Public

Recorded June 23, 1965 at 2:00 P.M.

[Signature] Register of Deeds

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 16th day of August 1966

William Delavon Baxter
 Sharon Roberds Baxter

This release
 was written
 on the original
 mortgage entered
 this 17 day
 of August
 19 66

[Signature]
 Reg. of Deeds

Deputy