

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$60,000.00 with interest thereon at the rate of Six (6) per cent, payable 1/12 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 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 party Y 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. Appraisement waived at option of mortgagee.

Now if said Eugene W. Haley and Betty Jo Haley 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 Y of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said part Y 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 or 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 the above mentioned First Mortgage, utility easements and special assessments now of record.

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 Y of the first part have hereunto set their hands the day and year first above written.

ATTEST.

Eugene W. Haley
Betty Jo Haley

STATE OF KANSAS,

Douglas

County,

Be It Remembered, That on this 12th day of July A.D. 1966

before me, the undersigned, a Notary Public

in and for said County and State, came Eugene W. Haley and Betty Jo Haley, his 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 June 28 1970

Darwin K. Benton Notary Public

The note, her

As Witness my

Recorded July 11, 1966 at 4:05 P.M.

James Beem 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 18th day of August 1971
ATTEST: John V. Banta, Jr. Robert A. Haggart

This release was written on the original mortgage

entered this 22nd day of September 1971

James Beem Reg. of Deeds

Deputy