

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 part 1ES of the second part, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part 1ES of the second part their heirs, assigns, shall be entitled to a judgment for the sum due upon said note, and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, 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 the said part 1ES of the first part, their heirs and assigns, and all persons claiming under them. And the said part 1ES of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note 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 Eleven Thousand and no/100 - - - Dollars, for the benefit of said part 1ES of the second part; and in default thereof said part 1ES of the second part may effect said insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said part 1ES of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and inde- feasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said part 1ES of the second part, their heirs and assigns forever, against the lawful claims of all persons whomsoever.

Subject only to the lien of the mortgage to Capitol Federal Savings & Loan Association of Topeka, Kansas, dated 8-29-61, and recorded in Book 129, page 80-81.

IN WITNESS WHEREOF, The said part 1ES of the first part have hereunto set their hands, the day and year first above written.

Executed and delivered in presence of

Elbert A. Adams (SEAL)

(SEAL)

Elizabeth S. Adams (SEAL)

(SEAL)

State of Kansas, County of Douglas, ss.

BE IT REMEMBERED, that on this 18th day of April, A. D. 1967, before me, the undersigned, a notary public in and for said County and State, came Elbert A. Adams and Elizabeth S. Adams, husband and wife,

who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

My commission expires Sept 27, 1970

Satisfaction of Mortgage

the mortgagee

Recorded April 18, 1967 at 3:45 P.M.

Janice Beam Register of Deeds
By: Sue Neustyter Deputy

Satisfaction of Mortgage

Melvin J. Huxtable, Jr. and George R. Brahler, the mortgagees within named, do hereby certify that the within Mortgage is fully paid, satisfied, and discharged, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record. Dated at Lawrence, Kan. June 29, 1970.

Melvin J. Huxtable, Jr.
George R. Brahler

This release was written on the original mortgage
This 6th day of July 1970

Janice Beam
Reg. of Deeds

Record