

Said mortgagor S hereby agree, to pay all taxes and assessments levied on said premises before any penalties or costs shall accrue on account thereof, and to keep said premises insured in favor of mortgagee in the sum of at least Three thousand five hundred and no/100 ----- DOLLARS in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$ Three thousand one hundred & no/100 dollars advanced by mortgagee to mortgagor S, with interest, and such charges as may become due to mortgagee under the terms of the note hereby secured, which note is hereby made a part hereof, and which is to be paid by mortgagor S to mortgagee with interest at 8 % per annum as follows: Beginning on the 5th day of July, 1969, and monthly thereafter the sum of \$68.55, with interest on balance paid first and remainder credited to principal, and the balance of said principal sum on the 5th day of December, 1973.

It is the intention and agreement of the parties that this mortgage also secures any future advancements made to mortgagor S by mortgagee and all indebtedness in addition to the above amount which mortgagor S may owe to mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect until all amounts due hereunder, including future advancements, are paid in full, with interest. Upon the maturing of the indebtedness for any cause, the total debt on such additional loans, if any, with interest, shall at the same time and for the same specified causes be considered matured, and shall be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagor S shall pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract or title insurance expenses, because of the failure of mortgagor S to comply with the provisions of said note and this mortgage, and the same are hereby secured by this mortgage.

The failure of 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 a later date, and to enforce strict compliance with all of the terms and provisions of said note and of this mortgage.

NOW, if said mortgagor S shall pay or cause to be paid to said mortgagee, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon and all future advancements with 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, or 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 insurance premiums are not paid when due, then the whole of said sum and sums, and interest thereon, shall become due and payable at the option of the holder hereof, and said mortgagee shall be entitled to the possession of said premises.

This mortgage shall extend to and be binding upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, said mortgagor S have hereunto set their hand S the day and year first above written.

Danny L. Miller

Faye E. Miller Mortgagor

41340 SM 2-55

STATE OF KANSAS, Jefferson COUNTY, ss.
BE IT REMEMBERED, That on this 24th day of May, 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Danny L. Miller and Faye E. Miller

who are personally known to me to be the same person S who executed the within instrument of writing, and such person S duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

June 4, 1969

Frank E. Obenland

Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

Recorded May 28, 1969 at 3:00 P.M.

RECEIPT

Jansie Beem Register of Deeds

\$3,100.00

August 25, 1971

RECEIVED of Danny L. Miller and Faye E. Miller the within named mortgagors, the sum of Three thousand one hundred ---and 100 DOLLARS, in full satisfaction of the within mortgage. (Corp. Seal)

THE BANK OF PERRY, PERRY, KANSAS
Frank E. Obenland, Cashier

This release was written on the original mortgage entered this 26th day of August 1971

Jansie Beem
Reg. of Deeds

Deputy