

BOOK 197 OF 1970-1971, PAGE 197, THE DEEDS OF THE COUNTY OF DOUGLAS, KANSAS, FOR THE YEAR 1970, NOW
Principal and Interest shall be payable at XXXX
and shall interest from the date of the making of the same to the date of payment of the same.

NOW, H the said James B. Lowe and Eleanor A. Lowe
shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according
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 y of the second part or assigns 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 upon
foreclosure of this Mortgage, or in case of default in any of the payments herein provided for, the part ty of the second part,
her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note
and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by
law, 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 said part les of the first part, their heirs and assigns, and all persons claiming under them, at which
sale, appraisal of said property is hereby waived by said part les of the first part, and all benefits of the Homestead,
Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said
part les 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 Sixteen Thousand and no/100 ----- Dollars, for the benefit of the said part of the
second part or his assigns; and in default thereof said part of the second part may at his option effect such insurance
on the first part's name, and the premium or premiums, costs, charges and expenses for collecting the same shall be an
additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of
which sums with per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.
AND the said part les of the first part hereby covenant and agree that at the delivery hereof and provided 1/4th inter-
James B. Lowe and Eleanor A. Lowe are the lawful owners of the premises above est in
granted and seized of a good and lawful 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 of the second part her
heirs and assigns forever, against the lawful claim of all persons whomsoever.
IN WITNESS WHEREOF, The said part les of the first part have hereunto set their hand the day and
year first above written.

Executed and delivered in presence of

James B. Lowe
Eleanor A. Lowe

STATE OF KANSAS,
County of Douglas,
day of March, A. D. 1970, before me the undersigned, a Notary Public
in and for the County and State aforesaid, came James B. Lowe and Eleanor A. Lowe
who are known to me to be the same persons as who executed the within instrument of writing, and such
acknowledged the execution of same.
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal
this 24th day of March, 1970.
Byron E. Springer, Notary Public.

Recorded March 24, 1970 at 12:05 P.M. James Beem, Register of Deeds

RECEIPT

\$4,000.00/100 July 12, 1971
RECEIVED OF James B. Lowe & Eleanor A. Lowe the within named mortgagor's, the sum of
Four thousand dollars and no/100 DOLLARS, in full satisfaction of the within Mortgage.

Mildred B. Hope

This release
was written
on the original
mortgage
entered
this 24th day
of July, 1971
19 24

James Beem
By: Sue Neusteter
Deputy