

Said mortgagor do hereby covenant and agree that at the delivery of this instrument the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except first mortgage to Prudential Investment Co. of Topeka, Kansas, dated 8-1-66 and recorded 8-24-66.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

Said mortgagor 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 \$100,000.00 in an insurance company satisfactory to mortgagee.

This mortgage is executed to secure payment of the sum of \$8,500.00 Dollars advanced by mortgagee to mortgagor 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 mortgagee to mortgagee with interest at 10% per annum as follows: according to the schedule of payments set forth herein.

It is the intention and agreement of the parties that this mortgage shall secure any future advancements made to mortgagee or any of them, by mortgagee, and all interest thereon in addition to the principal of the note secured hereunder, or any of them, 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 maturing shall, any with interest, shall at the same time and for the same specified terms be considered matured, and shall be collectible out of the proceeds of said through foreclosure or otherwise.

Mortgagor 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 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.

If said mortgagor shall pay or be paid to said mortgagee the sum of \$25.00 or more, successors or assigns, said sum of money hereby secured, 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 or 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, successors and assigns of the respective parties.

IN WITNESS WHEREOF, said mortgagors have hereunto set their hands the day and year first above written.

Mortgagor
Melvin L. Schmidt
Kathleen A. Schmidt

STATE OF KANSAS, ANDERSON COUNTY, ss.
BE IT REMEMBERED, That on this 16th day of July, 1971 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Melvin L. Schmidt and Kathleen A. Schmidt (husband and wife) who are personally known to me to be the same person(s) who executed the within instrument writing, and such person have 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.
My Commission Expires February 25, 1975
Term expires 1975
ASSIGNMENT

Recorded July 16, 1971 at 11:55 A.M.
Janice Beam Register of Deeds
By Sue Navstjtn Deputy