

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appurtenant, forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said Russell L. Wiley and Velma Ruth Wiley have this day executed and delivered their certain promissory note to said part Y of the second part, for the sum of ONE THOUSAND FIVE HUNDRED DOLLARS,

bearing even date herewith, payable at Kansas Bible Chair office, Lawrence, Kansas, on or before February 20, 1947, together with interest thereon at the rate of 5 per cent per annum, payable semi-annually, the first installment payable on the day of 1947, the second installment on the day of 1947, and one installment on the day of 1947, in each year thereafter until the entire sum is fully paid.

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$12,000.00 with interest thereon at the rate of 4 1/2 per cent, payable MONTHLY, now in 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 part 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 It said Russell L. Wiley and Velma Ruth Wiley shall pay or cause to be paid to said part Y of the second part, its successors 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 parties 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 of 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 first mortgage thereon, herein described:

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

ATTEST:

STATE OF KANSAS.

Douglas County, SS.

Be it Remembered, That on this 20th day of February A D 1947 before me, the undersigned, a Notary Public in and for said County and State, came Russell L. Wiley and Velma Ruth Wiley

to me personally known to be the same persons who executed the within 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 Aug. 1948

Notary Public

Recorded February 21, 1947 at 1:55 P.M.

Harold A. Beck Register of Deeds.