

FOURTEENTH: Now if the debt described in said note be paid when due and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, then all of the indebtedness secured by this mortgage shall, at the option of the Mortgagee, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the Mortgagee shall be entitled to a judgment for the sums 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 the Mortgagor, and all persons claiming under him, at which sale, appraisement of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

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

Executed and delivered in presence of:

Warren Zimmerman [SEAL]
Richard G. Zimmerman [SEAL]
William T. Nichols [SEAL]
Martha V. Nichols [SEAL]
Gertrude N. Zimmerman
Bella B. Zimmerman

STATE OF KANSAS }
DOUGLAS COUNTY } ss:

BE IT REMEMBERED, That on this 4th day of September, 1949, before me, the undersigned, a notary public in and for said county and state, came Warren Zimmerman, also Richard G. Zimmerman and Gertrude N. Zimmerman, his wife, also William T. Nichols and Martha V. Nichols, his wife, 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.

W. A. Stewart
Notary Public

My Commission Expires July 5, 1953.



KANSAS ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Kansas }
COUNTY OF Douglas } ss:
BE IT REMEMBERED, That on this 6 day of Sept, A. D. Nineteen Hundred 1949, before me, the undersigned, a Notary Public in and for said County and State, came Warren Zimmerman, Richard G. Zimmerman and Gertrude N. Zimmerman, his wife, also William T. Nichols and Martha V. Nichols, his 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.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

W. A. Stewart Notary Public
County, Kansas

My Commission Expires July 5, 1953

Recorded September 14, 1949 at 11:05 A. M.

RELEASE

Know all men by these presents, that The City National Bank & Trust Company, the mortgagee, does hereby certify that the within mortgage is fully paid, satisfied and discharged, and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same of record. In Witness whereof, City Bond and Mortgage Company has caused these presents to be signed by its Vice President and attested by its Secretary, and the corporate seal to hereto be affixed this 26th day of January 1950.

THE CITY NATIONAL BANK AND TRUST COMPANY

(Corp. Seal)

By J. E. Hoffman Vice President

Attest: James F. McPherson Asst. Secretary

Harold A. Beck Register of Deeds
Martha V. Nichols Deputy

This instrument was written on the original mortgage

dated the 27 day of Sept 1949

James F. McPherson
Notary Public