

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 party of the second part, 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 said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors, 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, with interest on said additional sums to be paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, 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 said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties 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, said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount acceptable to the holder of said note, be kept, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured. AND the said parties of the first part do hereby covenant and agree that at the delivery hereof, the feasible estate of inheritance herein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims 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.

Executed and delivered in presence of

Frank D. Marcellus (SEAL)  
Ruby J. Marcellus (SEAL)  
(SEAL)  
(SEAL)

State of Kansas, County of Douglas, ss.

Be it REMEMBERED, that on this 27<sup>th</sup> day of October, A. D. 1951, before me, the undersigned, a Notary Public in and for said County and State, came Frank D. Marcellus and Ruby J. Marcellus, his wife

who are personally known to me to be the identical person described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

My commission expires August 15, 1953

Edna Chandler  
Notary Public

Satisfaction of Mortgage

Recorded October 29, 1951 at 10:10 A. M.

Harold A. Beck Register of Deeds

Satisfaction of Mortgage

SMALL BUSINESS ADMINISTRATION, As Transferee Agency of Reconstruction Finance Corp. the mortgagee within named, do hereby certify that the within Mortgage is fully paid, satisfied, and discharged, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record. Dated at Kansas City, Missouri, September, 13, 1961.

In presence of  
H. J. Boley, Loan Examiner

C. I. Moyer, Regional Director

" SMALL BUSINESS ADMINISTRATION

As Transferee Agency of the Reconstruction Finance Corporation, under the provisions of Reconstruction Plan no. 2 of 1954, dated April 29, 1954, effective June 30, 1954, 83rd Congress, 2nd Session, as authorized by instrument of Authority, Published in the Federal Register on February 26, 1960. (25 F. R. 1706)"

This release  
was written  
on the original  
mortgage  
this 14<sup>th</sup> day  
of September  
1961

Harold A. Beck  
Register of Deeds  
By James Beem  
Deputy