

NOW, If the said parties of the first part 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 rates 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 forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the part Y of the second part, its successors, 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 123 of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said part 123 of the first part. 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, 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 Five Thousand Dollars, for the benefit of the said part Y of the second part or assigns; and in default thereof said part Y of the second part may at his option effect such 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 at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said parties of the first part hereby covenant and agree that at the delivery hereof said parties of the first part are the lawful owners of the premises above granted and seized of a good and inde feeble estate of inheritance therein, free and clear of all incumbrance and that they will warrant and defend the same in the quiet and peaceable possession of said part Y of the second part its successors and assigns forever; against the lawful claim 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

Peter A. Warnock
Elizabeth C. Warnock

STATE OF KANSAS,

County of Douglas, ss. BE IT REMEMBERED, That on this 6th day of February, A. D. 1954, before me, the undersigned, a notary public in and for the County and State aforesaid, came Peter W. Warnock and Elizabeth C. Warnock, husband and wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my seal the day and year last above written. Notary Public

Witness my hand and seal this 7th day of January 7, 1954.

RIDER TO MORTGAGE

In order to more fully protect the security of this mortgage, first parties, for themselves, their heirs, representatives and assigns, hereby expressly covenant, agree and stipulate with the other parties to this instrument, their successors and assigns, that the entire indebtedness secured by this mortgage shall become due and payable forthwith, at the option of the third party, or its assigns, if the first parties shall convey away said described premises, or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

This rider is attached to and forms part of the mortgage dated January 27th, 1954, for \$5,000.00, and is identified with said mortgage by the following signatures:

Peter A. Warnock
Elizabeth C. Warnock

Recorded February 7, 1954 at 1:30 P. M.

Register of Deeds

July 1st, 1954

3rd of August 1954

Harold A. Beck
Register of Deeds

Harold A. Beck
 Treasurer