

radius; thence South  $51^{\circ} 29'$  East, 25.63 feet along the tangent of said curve; thence South  $60^{\circ} 30'$  East, 25.63 feet to the end of the curve of 65 foot radius and the beginning of a reverse curve of 294 foot radius; thence South  $10^{\circ} 23'$  East, 39.50 feet along the chord of said reverse curve to a point at the end of said reverse curve and the beginning of a curve to the right with a radius of 168 feet; thence South  $14^{\circ} 16'$  East, 97.17 feet along the tangent of said curve, to a point in the pavement of Emery Road; thence South  $45^{\circ} 51'$  West 91.97 feet along the tangent of said curve to the point of intersection of said curve with a line bearing North  $24^{\circ} 00'$  West; thence along said line bearing North  $24^{\circ} 00'$  West, 153.87 feet to a Ford axle in place; thence North  $73^{\circ} 26'$  West, 62.70 feet to another Ford axle in place; thence South  $64^{\circ} 44'$  West, 75.89 feet to the point of intersection of said line with a curve of 355 foot radius to the right; thence North  $27^{\circ} 28'$  West, 31.82 feet along the chord of said curve to the end of said curve and the beginning of another curve to the right of radius 100 feet; thence North  $11^{\circ} 39'$  West, 45.84 feet along the chord of said curve; thence North  $5^{\circ} 02'$  East, 69.00 feet to a point at the beginning of a curve of 65 foot radius to the right, said point being on the boundary of Site Four and at the northwest corner thereof; thence North  $5^{\circ} 02'$  East, 97.94 feet to the point of beginning. All the above described property lies in West Hills and in the Southwest Quarter of Section 36, Township 12, South, Range 19 East, Douglas County, Kansas.

Re-recorded to correct legal description.

And the said party of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes, and assessments of every type or nature against said premises when they become due, or upon the party of the second part's interest therein; and agree to pay all taxes which may be assessed upon this mortgage, note or the money secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the party of the second part. Upon violation of this undertaking or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any court of last resort of a decision that the undertaking by the party... of the first part, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter to be enacted; and that ~~he~~ it will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said party of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of interest and principal of said note, or any part thereof, when due; or if the taxes or assessments on said premises or upon the party of the second part's interest therein are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.