

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said part Y of the second part, and to her heirs and assigns forever; PROVIDED, ALWAYS, and this instrument is made, executed, and delivered upon the following conditions, to-wit:

Whereas, the said Chauncey N. Haynes and Ann Eliza Haynes have this day executed and delivered their certain promissory note in writing to the part Y of the second part, payable at Four Per-Cent (4) interest as follows, to-wit: To be payable in five years with the privilege of paying all or any part on or after first interest paying date. Interest paying date being February 20th, 1958 and on February 20th each year thereafter.

Now, if the said Chauncey N. Haynes and Ann Eliza Haynes 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, 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 part Y of the second part her heirs, 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, with interest on said additional sums so 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 part 183 of the first part, their heirs and assigns, and all persons claiming under. And the said part 183 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 Dollars, for the benefit of said part of the second part; and in default thereof said part of the second part may effect said insurance in 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 part of the first part do hereby covenant and agree that at the delivery hereof the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that will Warrant and Defend the same in the quiet and peaceable possession of of said part of the second part, heirs and assigns forever, against the lawful claims of all persons whomsoever.

In Witness Whereof, The said part 183 of the first part have hereunto set their hand & the day and year first above written.

Executed and delivered in presence of

Frederic Young
Frederic Young

Chauncey N. Haynes (Seal.)
Ann Eliza Haynes (Seal.)
Ann Eliza Haynes (Seal.)
(Seal.)