

ELEVENTH: That in case default be made in the payment of any installment of principal or interest on any day whereon the same is due as provided in the note hereby secured and should the same remain unpaid for the period of thirty days, or if there should be a failure to comply with any of the terms of this mortgage or of the note secured hereby, or if the mortgagor shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if the mortgagor shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, then in any of such events, whether the mortgagee has paid any of the taxes, liens, or other charges, or procured the insurance all as provided in clause Sixth hereof or not, the balance of the principal of the debt and all sums then due under this mortgage or the note secured hereby, without deduction, shall at the option of the mortgagee, its successors or assigns, and without notice to the mortgagor, become due and collectible at once, and the owner hereof shall be entitled to foreclose this mortgage, and shall be entitled to the possession of said premises and the rents and profits thereof and shall be entitled to have a receiver appointed to take possession of said premises without notice, which notice the mortgagor hereby waives.

TWELFTH: Appraisement is waived or not at the option of the mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof.

THIRTEENTH: That the mortgagor further agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same, the mortgagor will pay to the plaintiff in said foreclosure proceeding ten per centum of the amount then due on the note secured hereby or on this mortgage as a reasonable attorney's fee therefor; in addition to all other legal costs and statutory fees and all expenses incurred in procuring abstracts for purposes of the foreclosure suit; said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

FOURTEENTH: That the mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all general and special taxes, liens, charges and encumbrances, and that he does hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas.

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FIFTEENTH: That all the covenants and agreements of the mortgagor herein contained shall extend to and bind all executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the mortgagor has signed, sealed and delivered this mortgage the day and year first above written.

Donald M. Jones
Glenn B. James

Hiram D. Hansford
HIRAM HANSFORD

STATE OF KANSAS

County of Shawnee } ss.

Before me the undersigned, a Notary Public within and for said County and State, on this 20 day of December, 1957, personally appeared Hiram Hansford, also known as Hiram D. Hansford, a widower, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 20 day of December, 1957.
My commission expires Feb. 2, 1959.
Glenn B. James
Notary Public.

Harold T. Lick Register of Deeds

This within instrument is fully paid and discharged this 4th day of December, 1960, and the Register of Deeds of Shawnee County, Kansas, is authorized to discharge the same of record.

THE FUTURE LIFE ASSURANCE
SOCIETY OF THE UNITED STATES
Inc. in New York City

James B. Green
By *Naftali S. Glick*
President