

61-10 23 KA

NOW, if the said first part Y<sup>o</sup> 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 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 second party, 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; or in the event of the actual or threatened waste, demolition or removal of any of the buildings, structures or improvements placed or erected on said premises without the consent of the second party, or in the event the first part Y<sup>o</sup> shall commit or permit any act to be committed on or against the said property causing the same to be less valuable or causing the security herein provided to be diminished, or in case any complaint or petition in bank-

ruptcy or other bankruptcy proceeding is filed by or against said first part Y<sup>o</sup>, or in the event the first part Y<sup>o</sup> makes an assignment for the benefit of creditors or is adjudged insolvent by any state or federal court of competent jurisdiction, or if condemnation proceeding under any power of eminent domain be instituted against the said described premises, then and in any such events the entire debt remaining secured by this indenture shall be at the option of the second party become at once due and payable; 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 second party, 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 so paid at the rate of six 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 first part Y<sup>o</sup>, her heirs, successors, and assigns,

and all persons claiming under her

And the said first part Y<sup>o</sup> shall and will at her 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 Six Thousand Fifteen and 96/100

(\$6,015.96) - - - - - Dollars, for the benefit of said second party, and in default thereof said

second party 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 first part Y<sup>o</sup> do es hereby covenant and agree that at the delivery hereof she is 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 she will Warrant and Defend the same in the quiet and peaceable possession of said second party, its successors and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said first part Y<sup>o</sup> ha herunto set her hand the day and year first above written.

Executed and delivered in presence of

Corrinne E. Copeland (Seal)

Corrinne E. Copeland

Angellio Sharp

(Seal)

William Williams

(Seal)

(Seal)