

NOW, If the said Parties of the first part shall fail and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the terms and effect of said notes, 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 les of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments at every maturity which are due 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 notes 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 said part les of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said notes 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, foregoing all rights and equities in and to said premises of said part les 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 part les 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 les of the first part. And the said part les of the first part shall and will at their own expense from the date of the execution of this Mortgage until said notes 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 \$2569.20. Dollars for the benefit of the said part les of the second part, who at his option effect such insurance in the one named part les 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 liens with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured. AND the said part les of the first part their hereby covenant and agree that at the delivery hereof, the Parties of the first Part being the lawful owners of the premises above granted and extend of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that with Warranty and defend the same in the quiet and peaceable possession of said part les of the second part, their heirs and assigns forever, against the lawful claim of all persons whatsoever. IN WITNESS WHEREOF, The said part les of the first part les hereunto set their hand in the day and year first above written.

Executed and delivered in presence of

Wm. J. Hays
MILTON M. HAYS
Eunice M. Hays
EUNICE M. HAYS

George A. Yandle
NOTARY PUBLIC
my commission expires October 9th 1971.

STATE OF KANSAS,
County of Douglas
day of February, A. D. 1970, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Milton M. Hays and Eunice M. Hays his wife personally known to me to be the same person who executed the within instrument of writing, and such acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

George A. Yandle
GEORGE A. YANDLE Notary Public.

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:
Recorded February 11, 1970 at 9:47 A.M.
Yancey Beam Register of Deeds