

shall be immediately due & payable, & shall be secured by this mortgage.

Default

Fourth - If the maker or makers of said notes shall fail to pay either principal or interest, when the same become due; or any note given in renewal of the notes herein; or any note given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is failure to conform to or comply with any of the foregoing covenants or agreements; or if title of mortgagor is other than fee simple, free & unincumbered; the whole sum of money herein secured shall thereupon become due & payable at the option of the said second party without notice, & this mortgage may be foreclosed.

Foreclosure

Kansas Law

Fifth - That the contract embodied in this mortgage shall in all respects be governed, construed & adjudged according to the laws of Kansas.

Receiver

Sixth - That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession & control of the premises described herein & collect the rents & profits thereof, the amount so collected by such receiver to be applied, under the direction of the court, to the payment of any judgment rendered or amount found due under this mortgage.

Mortgagee's Option

Seventh - That any failure of the said second party to exercise any option hereby given or reserved shall constitute it from afterwards exercising any such or other option at any time.

Performance

The foregoing conditions, covenants & agreements being performed this conveyance shall be void, & shall be released by the said second party (& in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost & expense of the said first party, otherwise to remain in full force & virtue.

Execution

In Testimony Whereof, the said first party have hereunto set their hands, the day & year first above written.

Changes, Erasures & Interlineations made prior to signature.

Frank J. Saile (Seal)

Mary Saile (Spa)