MORTGAGE RECORD, No. 38

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to the said party of the second part, its successors and assigns, further covenant and agree with the said party of the second part, its successors and assigns, that, as between the parties to this instrument, and their successors in interest, all taxes and assessments, levied or assessed on said premises, whether general or special, and of whatever nature, or for whatever purpose, and shown upon the records of the County or municipality in which said premises are situated, shall be deemed to be valid taxes and assessments, so that, in case of the payment of the same by the party of the second part, its successors or assigns, under the foregoing provisions of this mortgage, their validity and the validity of such payment shall not be questioned or

disputed. PROVIDED ALWAYS, and these presents are upon this express condition, that if the

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said part 100 of the first part, Their heirs, executors or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of One Threes and OK 1000) Dollars,

at the expiration of we (5) years from the date of these presents with interest thereon until paid, at the rate of first and per centum per annum, payable semi-annually on the first day of February and angust in each and every year; with the frivilege of paying are thursdack (100) dollaps, or more of said and every year; function of a way interest bailing day after one (1) year from the date date the other of said company. In the City of Mirwanke, according to the condition of a bond bearing even date herewith, executed by The

said part / 9, of the first part, to the said party of the second part; and shall moreover keep such insurance as is above mentioned, and keep the policy or polices thereof assigned as aforesaid, and shall annually pay all mass and assessments on said real estate, together will and here the policy or polices thereof assigned as aforesaid, and shall annually pay all mass and assessments on said real estate, together will and here the policy of polices thereof assigned as aforesaid, and shall annually pay all mass and assessments on said real estate, together will and here on and proceed and the said board of the second part is and the said board of writing obligatory, shall cease and be null and void. But in case of the non-payment of any sum of money (either of principal, interest, insurance money, taxes, assessments or lien claims,) at the time or times $\frac{1}{2}$ when the same shall become due, agreeably to the terms and conditions of these presents, or of the aforesaid Bond, or any part thereof, then, in such case, the whole amount of said principal, sum shall, at the option of said party of the second part, its successors or assigns, be deemed to have become due and payable, without any notice whatever (notice of such option being hereby expressly waived); and the same together with all sums of money Which may be paid by said party of the second part, its successors or assigns, for, or on account of insurance, taxes, assessments, lien claims or prior heres, with interest thereon at the rate aforesaid, shall thereupon be collectible in a suit at law, or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur, as aforesaid, and the judgment Sor decree in the suit brought to foreclose the same shall embrace, with said principal debt and interest, all sums so paid for or on account of insurance, 3. > taxes, assessments, lien claims, or prior liens, and officers' fees and expenses on account thereof, with interest at the rate aforesaid, and it shall be lawful $\frac{1}{2}$ in such case for the said party of the second part, its successors or assigns, to grant, sell and convey the said real estate, with the appurtenances thereunto belonging, at public auction or vendue; and on such sale to make and execute to the purchaser or purchasers, his, her or their heirs and assigns, forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided. And in case suit shall be brought for the forcelosure of this mortgage, the said part / of the first part for humalloes, the representatives and assigns, covenant and agree that they will pay to the said party of the second part, its successors or assigns, all expenses incurred in procuring and peontinuing abstracts of title for the purposes of the foreclosure suit, and will pay, in addition to the taxable costs in such suit, an adequate and reasonable sum as a solicitor's or attorney's fee, the amount thereof to be fixed by the Court, and to be included, with the expenses for abstracts above Smentioned, in the judgment or decree. 5

The said part soft the first part hereby covenant and agree to perform the covenants and conditions of this mortgage without any relief from any valuation or appraisement laws, and hereby expressly waive appraisement, and waive and release all rights and benefits they have in said premises as a homestead under any act relating to the alienation and exemption of homesteads.

IN WITNESS WITEREOF, The said parts ~ Jof the first part, ha o hereunto set thir hand sand seal s, the day and year first above written.

Signed, Sealed and Delivered in Presence of To torence He alford ISEAL A Seo. a. Banks. Fred J. alford [SEAL] Sola U. Koward. STATE OF KANSAS, BE IT REMEMBERED, that on this 3d day of July A. D. 1994, before the undersigned Jes, a. Baulos, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Fred S. alford and Florence. He. alford his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly and severally acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunio set my hand and affixed my official seal the day and year last written. Jed. C. Dankes Notary Public Commission expires Nov. 27 - 120 5.

All, anstrong Register of Deeds By Slace & Churchion , Dep.

Filed for Record the day of Clug, A. D. 1906, at 3 " o'clock I? M.