

Now if the said Birdean Motter 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 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 party of the second part, by virtue of this Mortgage, immediately ~~in the time of assessments or every nature which are or may be assessed~~ ^{against said land and appurtenances, or either of them or} become due and payable; 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 upon forfeiture of this Mortgage, or in case of default of any of the payments herein provided for, the party of the second part his heirs executors, administrators, 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, 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, foreclosing all rights and equities in and to said premises of the said party of the first part her heirs and assigns, and all persons claiming under her at which sale appraisement of said property is hereby waived by said party of the first part. And all benefit of the Homestead, Exemption, and Stay Laws of the State of Kansas, are hereby waived by said party of the first part. And the said party of the first part 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 buildings 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 Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may affect said insurance in his 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 party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein ^{that} free and clear of all incumbrances, and she will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever. In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Birdean Motter. (SEAL)

State of Kansas, County of Douglas, SS:

Be It Remembered, that on this 14th day of June, A. D. 1907, before