

effect such insurance and the amounts so paid with interest at ten per cent. per annum, shall be immediately due and payable, and shall be secured by this mortgage.

Fourth.- If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes 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 a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent. per annum after maturity by default, or otherwise until paid.

Fifth.- 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 and control of the premises described herein, and collect the rents and 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, or the second party may, upon default of any payment to be made hereunder, collect all rents and profits and apply the same on the debt secured hereby.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the said second party, (and 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 and expense of the said ^{part} parties otherwise to remain in full force and virtue.

In Testimony Whereof, The said parties have hereunto set their hands the day and year first above written.

Paul Koehler (SEAL)

Bertha Koehler (SEAL)

Changes, Erasures and Interlineations made prior to signature

The State of Kansas, Douglas County, SS:

Be It Remembered, that on this 19th day of January 1909 before the undersigned, a Notary Public in and for said County, personally appeared Paul Koehler and Bertha Koehler, his wife, who are to me personally known ~~to me~~ to be the identical persons who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. (SEAL) C.G. Hawk, Notary Public

Douglas County, Kansas

(OVER)

(All following inclosures on the original instrument)

Recorded Jan'y 15 1916
Show All Mon of these powers, that the State Savings Bank Depositor, have the Mortgage made