

buildings thereon in good repair and insured to the amount of \$600.00 in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefore, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice, declare the entire debt hereby secured, immediately due and payable, and there-upon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Charles A. James.

Margaret J. James.

Edgar E. James.

In Presence of

C.F. Richards.

J.W. Thomas.

State of Kansas, Douglas County SS:

Be It Remembered, That on this 22nd day of February A.D. nineteen hundred and nine before me, the undersigned, a Notary Public in and for said County and State, came Charles A. James, Margaret J. James, his wife, and Edgar E. James, a single man, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) C.F. Richards, Notary Public.

Douglas County, Kansas.

My commission expires April 4-1910.

Recorded Feb. 23, A.D. 1909 at 1.50 P.M.

John L. Lawrence

Register of Deeds.