

all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$350.00 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 amount paid therefor, 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 thereupon, 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 proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises to 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.

In Presence of

George Brecheisen
George Brecheisen Jr.

George F. Breithaupt
Emma M. Breithaupt

State of Kansas, Douglas County, SS; Be it remembered, that on this 28th day of September A.D. nineteen hundred and nine before me, the undersigned, a Notary Public in and for said County and State, came George F. Breithaupt and Emma M. Breithaupt, his wife, 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.

My commission expires January 13th 1912

(SEAL) George Brecheisen Jr. Notary Public, Douglas
County, Kansas.

Recorded Sept. 30 A.D. 1909 at 9.25 A.M.

Floyd R. Lawrence
Register of Deeds