

H.M. Kemper 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 becomes 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 become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, 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 in any of the payments herein provided for, the party of the second part its successors, 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 expences 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, his heirs and assigns, and all persons claiming under him, at which sale appraisalment 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 his own expence 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 building 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 Two Thousand (\$2000.00) Dollars, for the benefit of said party of the second part; And in default thereof said party of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expences 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 <sup>and agree</sup> that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he 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 his hand the day and year first above written.

H. M. Kemper (seal)

State of Missouri, County of Jackson, SS. Be it remembered, that on this 14 day of February A.D. 1910 before me, the undersigned, a Notary Public in and for said County and State, came H. M. Kemper, a single man, who is personally known to me to be the identical person described in and who executed the foregoing Mortgage and duly acknowledged the execution of the same to be his voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written. My commission expires March 29<sup>th</sup> 1911.

(SEAL)

Herman A. Zurn, Notary Public.

Recorded-Poby.-15th A.D. 1910 at 10.45 A.M.

*F. Lloyd L. Lawrence*

Register of Deeds.