

indebtedness due under the terms of this mortgage. In case of failure of said first parties to perform any of these agreements, the said second party, or his successors or assigns, may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amounts so paid and interest thereon at the rate of ten per cent per annum from the date of such payment and this mortgage shall stand as security for all such sums.

NOW THEREFORE, if the amount of said Bond and coupons be paid when due, and all the covenants and agreements of the said first parties contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first parties fail to pay any part of the amount of said Bond or Coupons within twenty days after the same shall become due or fail to keep and perform any of the covenants and agreements made herein, or fail to make any payment upon said Bond after giving notice that such payment will be made, then it is expressly understood and agreed that the whole sum secured hereby shall, at the option of the holder of such indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of ten per cent per annum, and the holder thereof may recover the whole amount of said bond with such interest thereon less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said second parties or any holder of said Bond for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

IN WITNESS WHEREOF the said first parties have hereunto set their hands and seals this twenty first day of October A.D. 1912.

Signed in presence of:  
J. W. Kreider.

Thomas J. Custard (SEAL)

M. Louisa Custard (SEAL)

State of Kansas, Douglas County, SS. Be it remembered that on this 21 day of October 1912 before me, Zella W. Iliff, a Notary Public in and for said County and State, came Thomas J. Custard and M. Louisa Custard, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors,