

or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default: but the omission of the party of the second part or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part. It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent per annum. In case of foreclosure said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct. Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note. The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF: the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Ira Rothrock

Maggie A. Rothrock.

State of Kansas, County of Douglas, SS. Be it remembered that on this 16th day of December A.D. 1912 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ira Rothrock and Maggie Rothrock, Husband and wife, who are personally known to me to be the same persons who executed the foregoing mortgage and such persons duly acknowledged the execution of the same. In Testimony Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

Term expires January 26th 1914. (SEAL)

E.J. Hilkey, Notary Public, Douglas County,
Kansas.

Recorded - June 1, 1914
E. J. Hilkey
Notary Public
Register of Deeds