

their interests may appear; and shall keep the buildings and other improvements on said premises in good repair and condition. Third. It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments shall not be paid when due, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby. Fourth, And it is further agreed that if default be made in the payment of any interest note when due, or in case of a failure to perform any of the covenants contained in this mortgage or the note secured hereby, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice; and said mortgage may be foreclosed, and the mortgaged premises sold in one body. The note secured by this mortgage shall bear interest after maturity at the rate of ten per cent per annum, until paid; if default be made in the payment of said note or interest thereon, and such default shall continue for ninety days, then interest shall be computed thereon, from the date of these presents until paid, at the rate of ten per cent per annum; in that event, all paid interest notes shall be credited on such computation of interest, as partial payments thereof.

Fifth, And it is further agreed that if any action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession or and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver costs and expenses, and may discharge all duties of a receiver. Sixth, And it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under, and are to be construed by the laws of the State of Kansas. Seventh, And it is further agreed that if proceedings are commenced to foreclose this mortgage, parties of the first part agree to pay a reasonable attorney's fee, to be fixed by the court. The foregoing conditions being fully performed this conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hands

Jerry Lyons
Ora Lyons

State of Kansas, County of Douglas, SS. On this 25th day of February 1913, before me a Notary Public, duly commissioned and qualified for and residing in said county, personally came Jerry Lyons and Ora Lyons, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed. Witness my hand and official seal the day and year last above written.

My commission expires May 21, 1914.

(SEAL)

C. B. Hosford, Notary Public.

Recorded March 28th A.D. 1913 at 1:15 P.M.

Floyd L. Lawrence
Register of Deeds.

Recorded March 23 1913

Edith M. Lawrence
Register of Deeds

This mortgage was made by Jerry Lyons and Ora Lyons, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed. Witness my hand and official seal the day and year last above written.