Kansas upon this Mortgage or the debt secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any pairt thereof, upon the party of the second part, and that upon violation of this undertaking, or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the second part, or upon the rendering by any Court of competent jurisdiction of a decision that the undertaking by the party of the first part as herein provided to pay any taxes or assessments is legally inoperative, then, and in any such event, the debt hereby secured, without deduction, shall at the option of the party of the second part, become immediately due and collectible, notwithstanding anything contained in this Mortgage or a ny law hereafter enacted. The party of the first part further agrees not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, not to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agrees to furnish annually to the party of the second part, on or before the tenth day of JUly the certificate of the proper authority showing full payment of all such taxes and assessments.

240

.

- }

Sixth. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind her heirs, executors, a ministrators, successors and a ssigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh. That if such payments be made as are herein specified, this conveyance shall be void; but if any note herein described, whether for principal or interest or any part of the indebtedness secured by this mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first party agrees to pay to the said second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

In Witness Whereof The said party of the first part has hereunto subscribed her name and affixed her seal on the day and year above mentioned.

Mary S. Learnard

State of Kansas, Douglas County, s . Be it Remembered that on this 6th day of June A.D. 1 913 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary S. Learnard, a widow, to me personally known to be the same person who executed the foregoing instrument and auly acknowledged the execution of the same. In Witneys whereof i has holden by a same set of the same set of the day and year hast above written. Commission expires December 11, 1915. (SFAL) U.S.G.Plank, Notary-Public. Law RECORDED JUNE 6, 1913 AT 11:15 A.M. Register of Deeds. tion of the same. In Witness Whereof I has hereunto set my hand and affixed my