

of the second part, its successors or assigns therein; and, while this mortgage is held by a non-resident of the State of Kansas, to pay all taxes and assessments upon this mortgage or the debt secured thereby, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon the party of the second part, its successors or assigns, 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 the taxes aforesaid upon the party of the second part, its successors or assigns, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part, as herein provided, to pay any taxes or assessments is legally inoperative; then and in such event the debt hereby secured, without deduction, shall at the option of the party of the second part, its successors or assigns become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$5000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid the fore, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case of default in payment of any installment or interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF The said party of the first part have hereunto set their hands the day and year first above written.

Edwin A. Daugherty.

Mary I. Daugherty.

State of Kansas,

ss.

County of Finney.

On this 16 day of June A.D. 1913 before me, a Notary Public in and for said County, personally appeared Mary I. Daugherty wife of Edwin A. Daugherty, to me known to be the same person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed. Witness my hand and official seal, the day and year last above written. My commission expires Dec 19, 1914. (SEAL) C.L. Marmon, Notary Public.

State of Kansas,

ss.

County of Douglas.

On This 14th day of June A.D. 1913 before me, a Notary Public in and for said County, personally appeared Edwin A. Daugherty husband of Mary I. Daugherty to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal, the day and year last above written. My commission expires Feb 17th 1917. (SEAL) Henry G. Parsons, Notary Public.

RECORDED JUNE 27, 1913 AT 4:07 P.M.

Henry L. Lawrence
Register of Deeds.