

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 emission 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 moneys 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.

Henry Thoren
Minnie R. Thoren.

State of Kansas, County, of Douglas, ss. Be it remembered that on this 2nd day of August A.D. 1913 before me, the undersigned, a Notary Public in and for the County and State aforesaid came, Henry Thoren and Minnie R. Thoren husband and wife, who are personally known to me to be the same person 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 Sept. 25th. 1915. (SEAL) Geo. H. Lothholz, Notary Public,
Douglas County, Kansas.

RECORDED AUGUST 27, 1913 AT 10:20 A.M.

W Lloyd L Lawrence
Register of Deeds.

FOR VALUE RECEIVED, I hereby sell, transfer and assign to Wm. T. Sinclair, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by W.A. Churchill & wife, to Wm. T. Sinclair and assigned to Geo. B. Hayes, which mortgage is recorded in Book 43 of Mortgages page 283 in the office of the Register of Deeds in Douglas County, Kansas, without recourse. In Witness Whereof I have set my hand this 6th day of August 1912.

George B. Hayes

By Edward G. Hays his attorney in fact.

State of New York, County of Ontario, ss. Be it Remembered that on this 6th day of August, 1912, before me, a Notary Public in and for said County and State, came Edward G. Hays Attorney in Fact for Geo. B. Hayes, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same, as such attorney in fact. In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires Nov 30, 1914. (SEAL) William N. Brooks, Notary Public.

RECORDED AUGUST 29, 1913 AT 11:00 A.M.

W Lloyd L Lawrence
Register of Deeds.