

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.

Richard C. Price  
Nancy Ann Price.

State of Kansas, County of Osage, ss. Be it remembered that on this 1st day of Sept. A.D. 1913 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Richard C. Price and Nancy Ann Price, Husband & 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 Nov 24, 1915. (SEAL) J.A. Cordts, Notary Public, Osage County, Kansas.

RECORDED SEPTEMBER 10th 1913 AT 9:20 A.M.

*The following is endorsed on the original mortgage (Book 48 Page 565)*  
Floyd S. Lawrence  
R.M.M. Connell Register of Deeds.

For and in consideration of Five Thousand and 00/100 Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, F.C. Swartz, the assignee, of the within mortgage does hereby assign and transfer to Gust Linden or his assigns, the note by the foregoing mortgage secured and does hereby assign, transfer and set over unto the said Gust Linden, or his assigns, all his right, title and interest to the lands and tenements in said mortgage mentioned and described.

In Witness Whereof, I have hereunto set my hand and seal at Bellingham Washington on this 4th day of September, A.D. 1913.

F. C. Swartz

State of Washington, Whatcom County, ss. Be it remembered that on this 4th day of September, A.D. Nineteen Hundred and Thirteen, before me, the undersigned, a Notary Public in and for the County and State, came F.C. Swartz, who is personally known to me to be the identical person described in and who executed the foregoing assignment, and duly acknowledged the execution of the same to be his voluntary act and deed. In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires May 21, 1915. (SEAL) C.A. Swartz, Notary Public, Whatcom County, Wash.

RECORDED SEPTEMBER 10, 1913 AT 3:15 P.M.

Floyd S. Lawrence  
Register of Deeds.  
R.M.M. Connell Deputy

Recorded  
Sept. 10, 1913  
F.C. Swartz  
Notary Public  
Osage County, Kansas  
This mortgage was recorded by the undersigned on the 10th day of September, 1913, at 9:20 A.M.  
Floyd S. Lawrence  
Register of Deeds  
R.M.M. Connell Deputy