

(The following is entered on the original instrument)

Recorded March 17 1916

Wm. L. Lawrence
Register of Deeds

\$5000.00

Received of Everett DeWitt Pence & Vida L. Pence
the sum of Five Thousand Dollars, in full
satisfaction of the within mortgage.

March 14th 1916

Everett DeWitt Pence & Vida L. Pence
Mortgage

Wm. L. Lawrence
Register of Deeds
By Chas. A. Buckner, Vice-President
New York Life Insurance Company, Assignee

said second party or its assigns, that such payment will be made; and provided further that in case such partial payments are so made, no sum less than Five Hundred Dollars of said Bond shall at any time remain unpaid- the making of such partial payments operating to reduce the amount of the Coupons maturing thereafter proportionately to the amount said bond is reduced.

It is herein agreed particularly as follows: The said first parties shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same becomes delinquent, all taxes and assessments or chargeable against said indebtedness or against this instrument, by or within the State of Kansas, and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least Twelve Hundred Dollars, and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereon, and shall, when requested, surrender to the said second party or its assigns, any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said second party or its assigns, are hereby authorized to make such assignment thereof as the agent or attorneys of the parties of the first part their heirs or assigns.

In event of a loss under said policy or policies, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said first parties or assigns, and as his or their agents or attorney in fact, sign all papers and applications necessary to obtain such insurance, sign and endorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Bond, Interest Coupon Notes and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said first parties to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

Now, therefore, if the amount of said Bond and coupons be paid when due and all the covenants and agreements of the said first parties contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first parties fail to pay any part of the amount of said Bond or Coupons within twenty days after the same becomes due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured; and in such event it is expressly agreed that the whole amount of said Bond shall bear interest from the date thereof at the rate of ten per centum per annum, and the holder thereof may recover the whole amount of said Bond, with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said second parties or any holder of said bond for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining title to said mortgaged premises, for the purpose of commencing foreclosure proceedings and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority herein granted.

In Witness Whereof, the said first parties have hereunto set their hands and seals this seventh day of March A.D. 1914.

Everett DeWitt Pence (SEAL)
Vida L. Pence (SEAL)

State of Kansas, Douglas County, SS.

Be it remembered, That on this Ninth day of March 1914, before me, the undersigned a Notary Public in and for said County and State, came Everett DeWitt Pence & Vida L. Pence, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.
My commission expires March 11, 1916. (SEAL) Arthur M. Spalding, Notary Public in and for Douglas County, Kansas.

Recorded March 10th A.D. 1914 at 9:45 o'clock P.M.

Wm. L. Lawrence
Register of Deeds.

(Enclosed see first page)