

The following is endorsed on the original instrument  
 Now all money by these parties, that National Life Insurance Co., assignee of the mortgage within named, does hereby  
 acknowledge full payment of the note by the foregoing mortgage secured, and all things that County  
 Kansas, to discharge the same of record the note hereby secured having been cancelled and delivered with the same  
 In witness whereof, we have hereunto set our hands and corporate seal at this 13th day of August 1914.  
 Notary Public for Kansas  
 By H. H. Russell, Secretary  
 (Copy filed)  
 Paul M. Klingham

Witnessed August 21, 1914  
 Capital Pathway

administrators covenant to aid with said party of the second part, that he is lawfully seized in fee of the premises hereby conveyed, and that he has good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances; that he will, and his heirs, executors and administrators shall forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

Second. That they do hereby release, for the purposes herein expressed, all rights or power in and to said premises, and waive all right, claim, benefit and privilege under any and all Homestead and Exemption laws.

Third. That they will pay to said second party or order Three Thousand Dollars, with interest thereon from August 15th 1914 until paid, at the rate of 5½ per cent. per annum, payable semiannually, on the first days of February and August in each year, and in accordance with one certain promissory note of the said party of the first part, with coupons attached, of even date herewith.

Fourth. In case of default of payment of any sum, principal or interest, herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, its successors or assigns, interest at the rate of ten per cent. per annum, computed annually on said principal note, from the date of such default to the time when the money shall be actually paid.

Fifth. The said first party agrees to pay all taxes, charges or assessments levied upon said real estate, or any part thereof when the same shall become due and payable, under the laws of the State of Kansas, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or its legal representatives and assigns; and it will pay all taxes levied upon said mortgage, and the said mortgagor shall not be entitled to any offset against the sums hereby secured for taxes so paid.

Sixth. The said first party agrees to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantors family; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable.

Seventh. The said party of the first part agrees to procure and maintain policies of insurance on the said above described premises, in such insurance company as said party of the second part shall elect, in the sum of Twelve Hundred dollars, which said policy or policies of insurance shall be held by the said party of the second part as collateral and additional security for the payment of said promissory note, and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid as aforesaid by said party of the second part. In case the holder of said note shall pay for such insurance this mortgage shall stand as security for its repayment, together with ten per cent. interest thereon.

Eighth. The said first party agrees to repay on demand to said second party, its successors or assigns, any sum or sums of money which said last named party has at any time paid or contracted to pay for insurance or to discharge or procure any lien, claim, or adverse title affecting said real estate, together with the costs and expenses attending the same, including reasonable attorney fees, with ten per cent. per annum interest on all sums so paid from the time of payment to the time when they shall be repaid, and this mortgage shall stand as security therefor. The said first party hereby appoints the party of the second part his agent and attorney in fact and as such authorizes it to procure any and all insurance agreed upon in this mortgage as a collateral security and to collect for all losses thereon, and to assign any and all policies of insurance to subsequent owners, and to pay off and discharge any and all liens against said premises, which endanger the validity or priority of this mortgage.

Ninth. It is further agreed that if payment be made as herein specified, and all the agreements made be faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay. But if the maker of said notes shall fail to conform to or comply with any of the covenants contained in this mortgage, at the time they are agreed to be done, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party, its successors or assigns, or any legal holder hereof, shall at once, upon a filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and may at once take possession, and receive and collect the rents, issues and profits thereof; and do further agree that the contract embodied in this mortgage and note secured hereby shall in all respects be governed, construed and adjudged according to the laws of the State of Kansas at the date of their execution. Provided, That no stipulations contained in this mortgage shall in any wise be deemed to impair the negotiability of such notes.

The foregoing covenants and conditions being kept and performed, this conveyance to be void; otherwise of full force and virtue.

In Witness Whereof, The said party of the first part has hereunto set his hand, the day and year first above written.

Signed and delivered in the presence of

D. P. Kiser.

J. B. Fugate.

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 13 day of August A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, came D. P. Kiser, who is