

thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this 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 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 party 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 party of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay such taxes, assessments and insurance premiums on the failure of the party 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 party of the first part, his 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 party of the first part; otherwise to remain in full force and

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Henry Westerhouse (SEAL)

State of Kansas, County of Douglas, SS:

Be it remembered, that on this 30th day of Aug A.D. 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Henry Westerhouse, an unmarried man, who is personally known to me to be the same person who executed the foregoing mortgage, and such person 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 Feb 23rd 1918 (SEAL) R. M. Morrison, Notary Public, Douglas County, Kansas.

Recorded August 30th., A.D. 1915, at 2:37 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. C. Haged
Deputy.

Know all men by these presents, That Julia G. Allen, sole surviving executrix of the last will and estate of D. T. Allen, deceased, (the other executor named in the last will and testament of said D. T. Allen, deceased being A. W. Brownell, who is now deceased,) and May A. Brownell, widow of A. W. Brownell, deceased, and Marion B. Bleyker and Frances B. Hinokley, daughters and all the sole and only heirs of said A. W. Brownell, deceased, (the estate of said A. W. Brownell, deceased, being now closed and the administrator thereof discharged) all of the City of Kansas, and State of Michigan, do hereby certify that a certain indenture of mortgage bearing date the eighth day of July, A.D. 1907 and made and executed by Celia E. Cummins, formerly Celia E. Gibson, and James T. Cummins, her husband of Lawrence in the County of Douglas in the State of Kansas as parties of the first part to Wm. T. Sinclair of the second part and recorded in the Office of the Register of Deeds for the County of Douglas, in the State of Kansas, in Liber 43 of Mortgages at page 451 on the ninth day of July A. D. 1907 and by said Wm. T. Sinclair assigned to A. W. Brownell Executor, by assignment of mortgage dated July 24, A.D. 1907 and recorded in the Office of the Register of Deeds for the County of Douglas in the State of Kansas in Liber 44 of Mortgages on page 420, is fully paid - satisfied and discharged.

We certify we are the only parties interested in said mortgage.

IN WITNESS WHEREOF we have hereunto set our hands and seals this twenty-fourth day of August, A.D. 1915.

Julia G. Allen (SEAL) as sole
surviving executor of the last will
and testament of D. T. Allen, deceased.
May E. Brownell (SEAL)
Frances B. Hinokley (SEAL)

Recorded Sept 22 1915

Walter H. Mendenhall
Register of Deeds

The same was issued by the mortgagee herein, and is now a
fully executed, and is a full and complete mortgage.

Walter H. Mendenhall
Register of Deeds