

of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and in case of foreclosure the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

THIRD.- Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH.- The said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of---None---Dollars, loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same, when received, to the payment of said note, or notes, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

FIFTH.- Said party of the first part hereby agrees that if the maker of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the effect of said note and coupons when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof become due and payable at once, without notice.

And the said party of the first part for said consideration, does hereby waive an appraisalment of said real estate, and all benefit of the homestead, exemption and stay laws of Kansas. The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

SIXTH.-In case of default of payment of any sum herein covenanted to be paid for the period of thirty days after the same becomes due, or in default in performance of any covenant herein contained, the said first party agree to pay to the said second party or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed the legal rate of ten per cent per annum.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto subscribed her name and affixed her seal, on the day and year above mentioned.

Mary S. Learnard (SEAL)  
By Oscar E. Learnard, Atty in fact.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 1st day of December A.D. Nineteen Hundred and fifteen before me, the undersigned, a Notary Public in and for said County and State, came Oscar E. Learnard, attorney in fact for Mary S. Learnard, a widow who is personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed, for the uses and purposes therein set forth.

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 Feb 27th 1917 (SEAL) Henry G. Parsons, Notary Public, Douglas County, Kansas.

Recorded Dec. 22nd., A.D. 1915, at 9:46 o'clock A.M.

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

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Recorded

Dec. 18, 1920

The following is contained in the original mortgage deed  
This debt secured by this mortgage to the four part  
in just and the same is hereby secured. This note  
dated December 1st, 1915  
By Mary S. Learnard  
By Oscar E. Learnard, Attorney in fact  
By H. G. Parsons, Notary Public