

to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, and bearing even date herewith.

SECOND, AND said parties of the first part shall promptly pay all taxes and special assessments assessed against or due upon said real estate as they mature, before delinquency; and shall also pay any and all taxes or assessments which may be levied under the laws of the State of Kansas against said bond or notes, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt secured thereby, provided that such taxes or assessments when added to the interest shall not exceed ten per cent per annum upon the principal of the debt secured hereby. If, however, such taxes or assessments, added to the interest, shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes or assessments as added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured; and shall procure, maintain and deliver to said second party, its successors or assigns, insurance on the buildings thereon, to be approved of by the second party, its successors or assigns, for not less than \$2000, loss payable to the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements on said premises in good repair and condition.

THIRD, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments shall not be paid when due, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

FOURTH, And it is further agreed that if default be made in the payment of any interest note when due, or in case of failure to perform any of the covenants contained in this mortgage or the note secured hereby, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice; and said mortgage may be foreclosed, and the mortgaged premises sold in one body. The note secured by this mortgage shall bear interest after maturity at the rate of ten per cent per annum, until paid; if default be made in the payment of said note or interest thereon, and such default shall continue for ninety days, then interest shall be computed thereon, from the date of these presents until paid, at the rate of ten per cent per annum; in that event, all paid interest notes shall be credited on such computation of interest, as partial payments thereof.

FIFTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the second party, its successors or assigns, shall have the right to have a receiver of the mortgage property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receivers costs and expenses, and may discharge all duties of a receiver.

SIXTH, And it is further agreed and declared that this mortgage, and the bond or note and coupons secured hereby, are made under, and are to be construed by the laws of the State of Kansas.

SEVENTH, And it is further agreed that if proceedings are commenced to foreclose this mortgage, parties of the first part agree to pay a reasonable attorney's fee, to be fixed by the court.

The foregoing conditions being fully performed this conveyance shall be void, otherwise to be, remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands

Maurice E. Hamer
Anna L. Hamer

State of Kansas, County of Douglas, SS.

On this ninth day of March 1916 before me a Notary Public, duly commissioned and qualified for and residing in said County, personally came Maurice E. Hamer and Anna L. Hamer, his wife to me known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

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.

Recorded March 9th., A.D. 1916, at 4:20 o'clock P.M.

Flora L. Lawrence
Register of Deeds,
Geo. C. Ketch
Deputy.

Recorded Sept. 13, 1918
By *W. C. Spalding*
Register of Deeds

The following is a correct and true copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, and is subject to the provisions of the Act of March 11, 1916, Chapter 101, Laws of Kansas, relating to the recording of instruments.
By *W. C. Spalding*
Register of Deeds