

default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure of 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 said 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 thereon and profits thereon and apply the same as the Court may direct.

Privilege is given the said party of the first his heirs or legal representatives to make payments on said principal note, in the 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 virtue.

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.

Joseph E. Michael (SEAL)

State of Kansas, County of Douglas, SS.

Be it remembered, that on this 23rd day of September, A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Joseph E. Michael, 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 Jan. 27-1920. (SEAL)

C. A. Fulton, Notary Public, Douglas
County, Kansas.

Recorded Sept. 23rd., A.D. 1916, at 11:33 o'clock A.M.

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

THIS INDENTURE, Made this 19th day of September, A.D. 1916, between Joseph E. Michael a single man of Douglas County, in the State of Kansas, of the first part, and The Davis-Wellcome Mortgage Company of Shawnee County, in the State of Kansas, of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Five Hundred and no/100 Dollars, the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell, and convey unto the said party of the second part, its successors and assigns, all the following described real estate, situated in Douglas County and State of Kansas, to wit: The Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), and all that part of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-one (21), Township Thirteen (13) South, of Range Twenty (20), East of the Sixth Principal Meridian, lying West and North of the center channel of Coal Creek; also all of the Southeast Quarter (SE $\frac{1}{4}$) of Section Sixteen (16) Township Thirteen (13) South, of Range Twenty (20), East of the Sixth Principal Meridian, lying of Wakarusa Creek, and that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-two (22), Township Thirteen (13) South, of Range Twenty (20), East of the Sixth Principal Meridian, in the Northwest corner thereof lying South of Wakarusa Creek and North and West of Coal Creek. Land above conveyed containing in the aggregate One hundred and one-half (100 $\frac{1}{2}$) Acres.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And the presents Are upon this express condition, that whereas,