

and statutory lien claims of every kind and shall pay before the same become delinquent all taxes and assessments upon said premises.

In case of failure of said first parties to perform any of these agreements, the said second party, or his heirs or assigns, may pay off and procure releases of any such mechanics' lien or statutory lien claims, may pay any such taxes or assessments, and may pay any interest due on any prior encumbrance and may recover of said first parties all amounts so paid and interest thereon at the rate of ten per cent per annum from the date of such payments, and this mortgage shall stand as security for all such sums.

NOW THEREFORE, if said notes shall be punctually paid as they mature and if all prior encumbrances and interest on the same are paid on the dates of maturity thereof, and if all agreements and covenants contained in this and any prior mortgage are fully kept and performed, then these presents shall be void and the property hereinbefore conveyed shall be released at the expense of the parties of the first part or their assigns. If, however, said notes or any part of same shall not be paid when the same become due and payable, or if default is made in the payment of any prior encumbrances or interest thereon on the date of the maturity thereof, or if any agreements or covenants contained in this or any prior mortgage are not fully kept, then the whole indebtedness secured hereby shall, at the option of the legal holder of said notes, or any one of them, at once become due and collectible, and this mortgage shall remain in full force and may thereupon be foreclosed and the mortgaged property sold, or so much thereof as may be necessary to satisfy the amounts herein secured, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises for the foregoing foreclosure proceedings, and a reasonable attorney's fee, if suit is commenced for the purpose of foreclosing this mortgage. It is further agreed by the parties of the first part that any payments made on the principal of any prior encumbrance operating to reduce the amount of the interest thereon shall in no way effect the amounts due under this mortgage.

This second Mortgage is subject to a first mortgage of even date, given by the parties hereto, securing the sum of Eleven Thousand Dollars.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands and seals this 15th day of November A.D. 1916.

Edward W. Melville (SEAL)  
Mary W. Melville (SEAL)

State of Kansas, Douglas County, S S.

BE IT REMEMBERED, that on this twentieth day of Nov. 1916, before me, the undersigned, a Notary Public in and for said County and State, came Edward W. Melville and Mary W. Melville, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly acknowledged the execution of the same to be their voluntary act and deed for the purposes therein expressed.

Witness my hand and official seal, the day and year last above written.  
My commission expires Feb. 2, 1918.

August H. Fishler, Notary Public in and for  
Douglas County, Kansas.

Recorded Dec., 8th., A.D. 1916, at 3:10 o'clock P.M.

*Royd L. Lawrence*  
Register of Deeds,  
*Geo. C. Hight*  
Deputy.

(The following is endorsed on the original instrument recorded in Book 51, page 572)

FOR VALUE RECEIVED, I hereby sell, assign and transfer all my right, title and interest in and to the within Mortgage, and the bond secured thereby, to Jennie Lister.

Witness my hand and seal this 5th day of December, 1916.

Fanny Sheldon Allen.

State of Michigan, County of Wayne, SS.

BE IT REMEMBERED, That on this 5th day of December A.D. 1916, before me, a Notary Public in and for said County and State, came Fanny Sheldon Allen to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.  
My commission expires on the 9th day of December 1918 (SEAL)

Benjamin E. Storms, Notary Public.

Recorded Dec., 9th., A.D. 1916, at 2:50 o'clock P.M.

*Royd L. Lawrence*  
Register of Deeds,  
*Geo. C. Hight*  
Deputy.

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