

And it is further provided and agreed by and between said parties hereto that if 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 said shall become delinquent; or upon failure on the part of the parties 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 parties 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 parties 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 parties 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 parties of the first part, their heirs or legal representatives, to make payments 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 parties of the first part; otherwise to remain in full force and virtue.

IN Witness whereof, the said parties of the first part have hereunto set set their hands and seals on the day and year first above written.

State of Kansas, )  
County of Douglas, ) ss.

Floyd E. Childs, (Seal)  
Lila E. Childs, (Seal)

*under and a Seal*  
Be it remembered, that on this 4th day of October, A.D. 1919, before me, the County and State aforesaid, came Floyd E. Childs and Lila E. Childs, his wife, who are personally known to be the same persons who executed the foregoing mortgage, and such persons 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.

O. H. Cooper,  
Notary Public, Douglas County,  
Kansas.

My commission expires December 30, 1920. (L.S.)  
Recorded Oct. 14, 1919.  
At 9:35 o'clock A.M.

*Estelle Norchup*  
Register of Deeds,  
Terre Haute,  
Deputy.

#### MORTGAGE.

This mortgage, made this 2nd day of October 1919, by Floyd E. Childs and Lila E. Childs, his wife, of the County of Douglas and State of Kansas, parties of the first part, to The Davis, Wellcome Mortgage Company, a corporation existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of Five Hundred Sixty Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, sell and convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit:

The Northwest Fractional Quarter (NW fr  $\frac{1}{4}$ ) of Section Six (6), Township Fourteen (14), South of Range Twenty (20), East of the Sixth Principal Meridian, containing One Hundred Forty Six and one half (146 $\frac{1}{2}$ ) Acres, more or less.

*for Release See Next Page*