

Third, party of the first part agrees to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$ none, loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, it is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, 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.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the party of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, 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 this mortgage may then be foreclosed and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercised the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged 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 receiver's costs and expenses, and may discharge all duties of a receiver.

Seventh, 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.

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

In witness whereof, we I have hereunto set our hands.

Willis E. Pence,  
Gladys A. Pence

Signed in the presence of

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

On this 26th day of October, 1920, before me, the undersigned a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Willis E. Pence and Gladys A. Pence his wife to me personally 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 notarial seal, the day and year last above written.

My commission expires March 26th, 1921.

J. B. Ross,  
(L.C.) Notary Public.

Recorded October 27, 1920,  
At 4:20 o'clock P.M.

*Estlin M. Nichols,*  
Register of Deeds,  
*John H. Ross,*  
Deputy.

#### MORTGAGE.

Know All men by these presents, that Willis E. Pence and Gladys A. Pence, his wife, of the County of Douglas and State of Kansas in consideration of the sum of Two hundred fifty (\$250.00) Dollars, in hand paid, does hereby sell and convey unto E. E. McCorkle, of the County of Jackson and State of Missouri, the following described premises, situated in the County of Douglas State of Kansas, to wit:

The South half of the Southeast quarter of Section Twenty three (23) in Township Fourteen (14) South Range Nineteen (19) East of the Sixth Principal Meridian.

The intention being to convey hereby an absolute title in fee simple, including all martial and homestead rights, and all other contingent interest in and to the above described premises, to have and to hold the premises above described, with all the appurtenances thereunto belonging, unto the said E. E. McCorkle, and to his heirs and assigns forever:

Provided always, and these presents are upon the express condition that if the said Willis E. Pence, single, shall pay or cause to be paid to the said E. E. McCorkle his heirs, executors, administrators or assigns, the sum of two hundred fifty (\$250.00) Dollars, payable as follows, to wit:

The Return See Book 571 Page 500

The foregoing is a true and correct copy of the original as the same appears from the records of the County of Douglas, State of Kansas, and is certified to be such by me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, on this 27th day of October, 1920, at 4:20 o'clock P.M.