State of Kansas. Upon the violation of the foregoing endertaking in any perticular or upon the passage by the State of Kansas of any imposing payment of the whole or any portion of the aforesaid taxes upon the party of the second part herein or any subsequent holder of this mortgage, whether a resident or a non-resident of the State of Kansas, or upon the rendering by any court of competent juridiction of a decision that an undertaking to pay such taxes or any of them, or any similar undertaking in that an undertaking to pay such taxes or any of them, or any similar undertaking in thereby secured without deduction, shall, at the option of the party of the second part, and without notice, become immediately ratured, due and collectible notwithstanding anything contained in this mortgage or any law hereinafter enacted. The or before July 15th of each year, a certificate of the proper authority, showing full payment of all such taxes and assessments for the preceding year.

payment of all such these and assessments for the proceeding are any payments necesspifth. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the said premises, pay any costs, charges or attorney fees necessary to maintain the priority of this mortgage, pay any of the above mentioned taxes or assessments, make all needed repairs and effect the required insurance; and any sums so paid shall become a lien upon the said real estate and be collected as a part of the principal debt hereby secured with instrement at ten per cent per annum.

Sixth. That the parties hereto further agree that all the covenants and agreements of the party of the first part herein contained shall extend to and bind herself, her heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns. Seventh. That if such payments as are herein specified be made, this

Seventh. That if such payments as are herein specified be made, this conveyance shall be void; but in case of default in payment of any installment, either of interest or of principal or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said principal debt upon maturity, the said party of the second part shall be entitled to the immediate possession of said premises and to receive the rents and profits therefrom as additional and collateral security for the indebtedness hereunder, and may proceed to foreclose this mortgage; and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of then per cent per annum; and in case of foreclosure the judgment reniered shall provide that the real estate shall be sold in the entirety and not in parcels, and any then existing law reducing the present redemption period may govern, at the option of the holder of this mortgage; and first party hereby expressly waives an appraisement of said renl estate, and all benefits of the homestead exemption and stay laws of the State of Kansas, now existing or hereafter enacted.

In Testimony Whereof, the said party of the first part has hereunto subscribed her name and affixed her seal on the day and year above mentioned.

Executed and delivered in presence of

40

Olive P. Rankin, (Seal)

State of Kansas, Shawnee County, ss.

Fe it remembered, that on this 1st day of February A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Clive B. Rankin (a widow) to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same to be her voluntary not and deed.

In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year last above written. Pennett T. Hornsby,

(L.S.)

Commission expires June 20, 1921. Recorded Feb. 2, 1921, At 2:40 o'clock P.M.

telle Morthrup, ster of Deeds, Ferne Flora. Denuty

Notary Public.

## ASSIGNMENT.

Know all men by these presents, that I, George M. Spangler of Peorial County, Illinois do hereby sell, assign, transfer and set over unto George R. Mac Clyment, Trustee, a certain Mortgage made by William W. Hazen et al as Mortgagor, To J. L. Pettyjohn & Company as Mortgagee, dated January 1, 1920, to secure the payment of 26000.00 together with the notes secured thereby, which Mortgage is recorded in the office of the Register of Deeds in and for the County of Douglas State of Kansas in Book of Mortgages, on page.....and is a lien on the South 60 A. of West of Northeast  $\frac{1}{2}$  (90 A in all); beginning at Northeast  $\frac{1}{2}$ ; Southwest  $\frac{1}{2}$  of Northeast  $\frac{1}{2}$  of Southeast  $\frac{1}{2}$  or Southeast  $\frac{1}{2}$  of Southeast  $\frac{1}{2}$  of Southeast  $\frac{1}{2}$  of Southeast  $\frac{1}{2}$ , thence S. 100 rods, E. 60 rods, N. 100 rods, W. 80 rods to place of beginning except strip 16  $\frac{1}{2}$  ft. wide baginning 35 rods E. of NW. Cor. of said  $\frac{1}{2}$  sec. running E. 35 rods (containing 50 acres) Sec. 27, Twp 14, Range 20, E. of 6th P.M. Situated in Douglas County, Kanass and which Mortgage was heretofore duly assigned to be by the written assignment dated Feb. 6, 1920, recorded in the office of the Register of Deeds of said Douglas County Kanass, on September 20, 1920, at 9:00 o'clock A.M. in Pook 57 of Mortgages, on page 575.

In witness whereof, I have hereunto set my hand and seal this 20th day of September, A.D. 1920. Signed, sealed and delivered in presence of George M. Spangler, Seal. L. C. Baker.