

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract or title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxes as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken up, held or owned by said party and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereof; and all sums secured hereby shall draw interest at the rate of ten per centum per annum, payable annually, from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void; otherwise to remain in full force and effect.

In testimony whereof, the said parties of the first part have hereunto set their hands.

Samuel R. Allen,  
Lattie L. Allen,

State of Kansas, )  
Douglas County, ) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 17 day of February 1921, personally appeared Samuel R. Allen and Lattie L. Allen, his wife to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

(L.S.)

Estelle Northrup,  
Register of Deeds,

Recorded Feb. 17, 1921,  
At 3:05 o'clock P.M.

*Estelle Northrup*  
Register of Deeds,  
*Lennie Flora*  
deputy.

#### ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 62 page 48. For value received, the Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to The Equitable Life Assurance Society, of the United States, New York, N.Y. February 14, 1921.

The Central Trust Co.,  
By Chester Woodward,  
Vice-Pres. & Secy.

(Cor. Seal)

State of Kansas, Shawnee County, ss.

Be it remembered, that on this .... day of Feb. 14, 1921...19.. before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice Pres. & Secy of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

Commission expires January 21st, 1922. (L.S.)

E. E. Lindblade,  
Notary Public.

Recorded Feb. 16, 1921,  
At 10:00 o'clock A.M.

*Estelle Northrup*  
Register of Deeds,  
*Lennie Flora*  
deputy.

The following is endorsed on original instrument:

Assignment to E. E. Lindblade, Notary Public