

the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same 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 (10) 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 (10) 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.

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 their hands and seals on the day and year first above written.

State of Kansas,)
County of Douglas, ss.

Michael A. Anderson, (Seal)
Nellie Anderson, (Seal)

Be it remembered, that on this 16th day of June, A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael A. Anderson and Nellie Anderson, his wife, who are personally known to me 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.

Term expires Feb. 23rd, 1922. (L.S.) R. M. Morrison,
Notary Public, Douglas County, Kansas.

Recorded June 20, 1921,
At 8:35 o'clock A.M.

Edwin Northrup
Register of Deeds,
Fernando
Deputy.

MORTGAGE.

This mortgage, made this 3rd day of June A.D. 1921, by and between Michael A. Anderson and Nellie Anderson, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Davis-Wellcome Mortgage Company, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Two Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, Bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to wit:

The southwest quarter (SW $\frac{1}{4}$) and the half (W $\frac{1}{2}$) of the southeast quarter (SE $\frac{1}{4}$) of Section twenty three (23) except public road; the West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty six (26), also the Northeast quarter (NE $\frac{1}{4}$) of Section twenty seven (27), all in Township Twelve (12), South of Range Eighteen (18), East of the Sixth Principal Meridian, containing Four Hundred Twenty (420) acres, more or less.

This mortgage is subject, Junior and inferior to a mortgage of even date for \$13,000 in favor of the Prudential Insurance Company of America.

To have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will