

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 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 or 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 collective 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.

Frank C. Bell, (Seal)
Lida M. Bell, (Seal)

Be it remembered, that on this 27th day of June, A.D. 1921, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Frank C. Bell and Lida M. Bell, 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 April 20, 1924. (L.S.)
Recorded June 27, 1921,
At 2:40 O'clock P.M.

A. F. McClanahan,
Notary Public, Douglas County, Kansas.

Edwin Norchuck,
Register of Deeds,
Lerna Shora,
deputy.

MORTGAGE.

This indenture, made this 24th day of June, A. D. Nineteen hundred and twenty one, by and between Charley W. Duncan, Jr., and Rosa Duncan, husband and wife, in the County of Douglas and State of Kansas, parties of the first part, and The Farm Mortgage Trust Company (incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of One Thousand two hundred and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby mortgage and warrant to the said party of the second part and to its legal representatives and assigns forever, all the following described tract piece or parcel of land, lying and situated in the county of Douglas and state of Kansas, to wit:

The Southwest quarter (SW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) of Section Thirty six (36) in Township Eleven (11) South, of Range Seventeen (17) East of the 6th Principal Meridian, Containing Forty (40) acres, more or less, according to Government Survey.

to secure the payment of one certain first mortgage real estate note No. 5628-1 and coupons attached executed and delivered by the said parties of the first part, bearing even date herewith, payable to the order of the said The Farm Mortgage Trust Company, at its office in Topeka, Kansas, said note being for One Thousand Two Hundred and no/100 Dollars for which said parties of the first part are justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said parties of the first part.

Said parties of the first part hereby agree and covenant as follows:

First: To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the

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