

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 parties 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 exercises 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 cost 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 have hereunto set our hands.

Signed in the presence of

John H. Griffin,
Martha Griffin,

State of Kansas,)
County of Douglas, ss.

On this twenty fifth day of August, 1921, before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came John H. Griffin and Martha Griffin, 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 July 22, 1925.

(L.S.)

J. E. Ross,
Notary Public.

Recorded Aug. 27, 1921, *
At 9:30 o'clock A.M.

Estelle Northrup,
Register of Deeds
Gene Flora
Deputy.

MORTGAGE.

This indenture, Made this 13th day of August A.D. 1921 between Leonard Ice and Rosa C. Ice, his wife, of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part.

Witnesseth; that the said parties of the first part, in consideration of the sum of Four Thousand & 00/100 Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do Grant, Bargain, Sell and convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Kanwaka County of Douglas State of Kansas, to wit:

The Southwest quarter of Section Four (4), less a tract of eight acres described as beginning at the Northwest corner of the southwest quarter; thence south to the center of Deer Creek; thence down the center channel of Deer Creek until it intersects the center channel of a small creek entering Deer Creek from the Northeast; thence Northeasterly up the center of channel of creek to the North line of said Southwest Quarter; thence West on the North line of said Quarter to place of beginning, in Township Thirteen (13), South, Range eighteen (18), East of the 6th P.M.

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