

together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by said parties of the first part and payable at the office of said company, in St. Joseph, Missouri, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the ^{said} parties of the first part, otherwise to remain in full force and effect.

AND the said parties of the first part do hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner aforesaid together with all costs and expenses of collection, if any there shall be, and any costs incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

AND the said parties of the first part hereby further covenant and agree to pay all taxes, general or special, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part its successors or assigns therein; and, while this mortgage is held by a non-resident of the State of Kansas to pay all taxes and assessments upon this mortgage or the debt secured thereby, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon the party of the second part, its successors or assigns, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of the taxes aforesaid upon the party of the second part, its successors or assigns, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the parties of the first part, as herein provided, to pay any taxes or assessments is legally inoperative, then and in such event the debt hereby secured, without deduction, shall at the option of the party of the second part, its successors or assigns, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted;

Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1800.00 in insurance companies acceptable to the party of the second part, its successors or assigns, and assign and deliver to it or them all of insurance on said buildings, and the renewals thereof; and in case of failure to do so the said party of the second part, its successors or assigns may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, part of, and in the same manner as, the principal sum hereby secured.

AND the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity the said party of the second part, its successors or assigns, shall be entitled to immediate possession of said premises by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein and may proceed to foreclose this mortgage, and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

AND the said parties of the first part do hereby waive all appraisement and all benefits of Homestead, Exemption and Stay Laws of the State of Kansas, and it is further agreed that this mortgage and the note thereby secured shall be construed and adjudged according to the laws of the State of Kansas at the date of their execution.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Benjamin O. Bartz

Lizzie Bartz

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

ON THIS 9th day of February A.D. 1923, before me, a Notary Public in and for said County, personally appeared Benjamin O. Bartz and Lizzie Bartz his wife to me well known to be the persons named in and who executed the foregoing instrument, and duly acknowledged that they executed the same as their voluntary act and deed.

Witness My Hand and official seal the day and year last above written.