

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 and ^{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 party of the first part and in case of such foreclosure and as often as any such proceedings may be commenced, the party of the first part agree to pay the price of extending the abstract of title on the said mortgage of premises from the date of this mortgage to the date of filing such foreclosure ~~cost~~ 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 taxed 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 to be held by another than the second party then any part of principal or interest secured thereby and be taken up held or owned by said second 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 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 party of the first part has hereunto set his hand.

WILLIAM D. SHIKE

STATE OF KANSAS)
DOUGLAS COUNTY) ss.

Before me the undersigned a Notary Public in and for said County and state on this 21st day of February 1923 personally appeared William D Shike a widower to me known to be the identical person who executed the foregoing instrument and acknowledged to me that he executed the same as his 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.)

A.L. Thompson
Notary Public

My Commission expires January 26, 1924

March
RECORDED 28, 1923

Joe E. Wellman
Register of Deeds

AT 10:20 O'CLOCK A.M.

Joe Wellman
Deputy.