

of such advancement and this mortgage shall be a further lien for the repayment thereof.

The Mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns in a sum not less than Twelve Hundred Dollars payable in case of loss to mortgagee or assigns upon the mortgage indebtedness all insurance policies to be delivered unto mortgagee or assigns as soon as written and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste and to take out policies of insurance fire, tornado or both should mortgagors default in so doing and to advance the money therefor and to repay such advances with interest at the rate of ten per cent per annum mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Said mortgagors hereby assign to Kansas City Joint Stock Land Bank all rents and incomes derived at any time and all times from the property mortgaged to secure said note and hereby authorize the said bank at its option to take charge of said property collect and receipt for all rents and income and apply the same on all payments insurance premiums taxes assessments repairs or improvements necessary to keep the property in tenable condition or other charges provided for in said note, provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof and no demand for fulfillment of broken obligations or conditions and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage the institution of such <sup>suit being</sup> notice, all the notice required. The exercise of the rights <sup>and authority</sup> herein granted to the holder of the mortgage indebtedness to pay taxes take out insurance collect rents or perform any other acts in case of default of mortgagors shall be optional with the holder of said <sup>mortgage</sup> indebtedness and not obligatory upon him.

Witness Our Hands this First day of April 1923

Executed and Delivered in

A. G. DEKAT

Presence of

Anna T. DEKAT

STATE OF KANSAS)

ss.

DOUGLAS COUNTY )

On this <sup>7th</sup> day of October 1923, before the undersigned Notary Public, in and for said County and State, personally came A. G. DeKat and Anna T. DeKat to me known to be the same persons described in, and who executed the foregoing instrument, and acknowledged the execution of the same.

The following is a true and correct copy of the original instrument as recorded in the office of the County Clerk of Douglas County, Kansas, on the 10th day of October, 1923.