

or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of every nature which are or maybe assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, ^{shall} by these presents become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their ^{heirs} executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

In Witness Whereof, The said parties of the first part have hereunto set their hands day and year first above written.

E. T. Arnold

Maud M. Arnold.

State of Kansas, Douglas County SS.

Be it remembered, That on this 9th day of May A.D. 1923 before me, the undersigned, a Notary Public, in and for the County and State aforesaid came E.T. Arnold & Maud M. Arnold who are personally known to me to be the same persons who executed the within instrument of writing, 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.

A.F. McClanahan

Notary Public.

L.S.

My commission expires April 20 1925

Recorded May 10th 1923

At 8:50 o'clock A.M.

John E. Wellman

Register of deeds.