

any prior mortgage.

^{first}
The said parties shall keep said premises free from all mechanics lien and statutory lien claims of every kind and shall pay before the same become delinquent all taxes and assessments upon said premises.

In case of failure of said first parties to perform any of these agreements the said party or his heirs or assigns, may pay off and procure releases of any such mechanics' lien or statutory lien claims, may pay any such taxes or assessments, and may pay any interest due on any prior encumbrance and may recover of said first parties all amounts so paid and interest thereon at the rate of Ten per cent per annum from date of such payments, and this mortgage shall stand as security for all such sums.

Now Therefore, if said Notes shall be punctually paid as they mature and if all prior encumbrances and interest on the same are paid on the dates of maturity thereof and if all agreements and covenants contained in this and any prior mortgage are fully kept and performed, then these presents shall be void and the property hereinbefore conveyed shall be released at the expense of the parties of the first part or their assigns. If, however said Notes or any part of same shall not be paid when the same become due and payable or if default is made in the payment of any prior encumbrances or interest thereon on the date of the maturity thereof; or if any agreements or covenants contained in this or any prior mortgage are not faithfully kept, then the whole indebtedness secured hereby shall at the option of the holder of said Notes or any one of them, at once become due and collectible and this mortgage shall remain in full force and may thereupon be foreclosed and the mortgaged property sold or so much thereof as may be necessary to satisfy the amounts herein secured with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises for the purpose of commencing foreclosure proceedings, and a reasonable attorney's fee, if suit is commenced for the purpose of foreclosing this mortgage. It is further agreed by the parties of the first part that any payments made on the principal of any prior encumbrance operating to reduce the amount of the interest thereon shall in no way effect the amounts due under this mortgage.

^{second}
This Mortgage is subject to a First Mortgage of even date herewith given by the parties hereto and securing the sum of Four Thousand Dollars.

^{first}
In Witness Whereof, the said parties have hereunto set their Hands and Seals this 14th day of May A.D. 1923.

A.H. Bennett (Seal)

Signed in Presence of H.A. Heath

Alicia S. Bennett (Seal)

G.A. Swallow

State of Kansas (

Shawnee County, (ss.

Be It Remembered, that on this 15th day of May 1923, before me, the undersigned, a notary Public in and for said County and State came A.H. Bennett and Alicia S. Bennett, husband & wife who are personally known to me to be the

(The following is endorsed on the original instrument.)
This mortgage has been paid in full and is hereby released and the title is returned to the grantor.
G. A. Swallow, Notary Public
By G. A. Swallow, Notary Public

This Release was written on the original Mortgage

dated this 15th day of May 1923

David A. Buck
Notary Public
Shawnee County, Kansas
Deputy