

said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby may at his option, for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any of the installments described in this mortgage and note when due or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the parties of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent per annum from date of said note until fully paid *Appraisalment waived at option of Mortgagee.*

Now if said Emil Schmidt and Anna Schmidt shall pay or cause to be paid to said parties of the second part, their heirs or assigns, said sum of money in the above described note mentioned, together with interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said parties of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part for their heirs, do hereby covenant to and with the said parties of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except two mortgages as above stated, one for \$12,000.00 and another for \$840.00 and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Emil Schmidt
Anna Schmidt.

STATE OF KANSAS,)

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DOUGLAS COUNTY,)

For Assignment see Book 77-Page 355