

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon or any part thereof when due or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and the insurance premiums as herebefore mentioned, then, in any such case the whole of said principal and interest thereon shall at the option of said second party or assigns become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid with interest thereon at the rate of ten (10) per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall at its or their option, be entitled to be subrogated to any lien, claim or debt and paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

Erman C. Wade (Seal)

Wilma E. Wade (Seal)

State of Kansas \*)

County of Douglas ) ss.

Be It Remembered, that on this 3rd day of July A.D. 1923, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Erman C. Wade and Wilma E. Wade, his wife who are personally known to me to be the same persons who executed the foregoing mortgage 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.

C. F. Richards

Notary Public Douglas County

L. S.

Kansas.