

re of this mortgage or otherwise as such holder may elect.

NOW THEREFORE, if the amount of said bond and coupons be paid when due and all the covenants and agreements of the first party contained herein be faithfully kept and performed then these presents shall be null and void and this mortgage shall be released at the expense of the party making such payment, If however the said first party fails to pay any part of the amount of said bond or coupons within twenty days after the same becomes due or fails to keep and perform any of the covenants and agreements made by them herein or fails to make any partial payment upon said bond after giving notice that such payment will be made then it is expressly understood and agreed that the whole sum of money secured hereby shall become due and collectible at once, at the option of the holder of said indebtedness, or any portion thereof and this mortgage may thereupon be foreclosed and in any such event it is expressly agreed that the whole amount of said bond shall bear interest from the date thereof at the rate of ten per centum per annum and the holder thereof may recover the whole amount of said bond with such interest thereon less the amount of such coupons and partial payments as shall have been paid and may recover all amounts paid by said second party or any holder of said bond for taxes assessments insurance and to release or extinguish any statutory lien upon said premises or to protect the title or possession thereof with interest there as provided herein, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage and this mortgage is hereby made to secure all such sums.

IT is further stipulated and agreed by the first party that upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and to collect the rents and profits thereof under the direction of the court without the proof required by the statute the amount so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due upon the foreclosure of this mortgage.

In case this mortgage is foreclosed the sale thereunder may be made with or without appraisement at the option of the said second party its successors or assigns.

IN WITNESS WHEREOF the said first party have hereunto set our hands and seals the day and year first above written.

Signed in presence of

L.A. Nuffer

Rose E Nuffer

(revenue stamps affixed to coupon Bond)

STATE OF KANSAS)
ss.
DOUGLAS COUNTY)

Be It Remembered that on this 12th day of July 1923 before me a Notary Public in and for said county and state came Leonard A Nuffer and Rose E Nuffer his wife who are personally known to me to be the same persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

(L.S.)

C.B. Holmes

Notary Public

My Commission expires April 20, 1925.

RECORDED JULY 12, 1923

AT 4:40 O'clock P.M.

James E. Wellman

Register of Deeds

Joe Wellman

Deputy