

ever to defend the title or possession of the mortgaged real estate or the lien thereon or appear in any court to prove the mortgaged debt, all the costs and expenses of such appearance shall be allowed the second party its successors or assigns and such costs and expenses shall bear ten per cent interest from the date of the payment by said second party its successors or assigns and shall be an additional lien upon the mortgaged real estate concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or payment be construed and enforced and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

NOW if the payments are made as provided and all covenants and agreements fulfilled this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns which cost first party agrees to pay but if the first party their heirs or assigns shall make default in the payment of any note or notes at maturity or any interest thereon when due or the taxes or assessments aforesaid or any part of either or if waste be committed on or improvements be removed from said real estate without written consent of the second party or if by reason of operation under any oil gas or mineral lease the premises are rendered unfit for agricultural purposes in whole or in part, or the security impaired or if any of the terms of this contract are violated then in any or either of said events the whole of the sums hereby secured shall at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law and shall be entitled to have a Receiver appointed to take charge of the premises to rent the same and collect the rents issues and royalties thereof under direction of the Court and any amount so collected by such receiver shall be applied under direction of the court to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage.

Dated this second day of July 1923.

Witnesses:

I. L. Montgomery

STATE OF KANSAS)

Minnie Montgomery

COUNTY OF DOUGLAS)

Before me W. M. Clark a Notary Public in and for

said County and State on this 26 day of July 1923 appeared I. L. Montgomery and Minnie Montgomery his wife to me known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

My commission expires May 15, 1927

Witness my hand and notarial seal the day and year above set forth.

(L.S.)

W. M. Clark

Notary Public in and for Douglas County Kansas.

RECORDED August 1, 1923

At 2:55 O'clock P.M.

Dea B. Hollman
Register of Deeds