

LAML DODSWORTH STATIONERY CO KANSAS CITY MO 64114

said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said bonds 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 insurance premiums as heretofore mentioned, then in 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 or defaults of said first parties in payment 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 time 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 demand 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 the 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.

As additional and collateral security for the payment of said bonds the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessee in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

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. In case any of the bonds or coupons secured hereby are held by other parties than the mortgagee, the parties hereto hereby constitute and authorize the LINCOLN TRUST COMPANY of Lincoln, Nebraska, as trustees under this mortgage, for the use and benefit of the holders of the debts secured hereby, with full power and authority upon maturity of this mortgage or the debts secured thereby, either by the lapse of time or by failure to perform any of the terms or conditions hereof, to foreclose or enforce collection or payment of this mortgage and the debts secured thereby, or in case of loss or damage to collect the receipt for insurance thereon; to satisfy and release of record or otherwise this mortgage or said debts; to make distribution of the proceeds thereof to the holder or owners of said bonds or coupons after payment of the costs and expenses thereof, and to do all things necessary or suitable to the performance of said duties and the exercise of said powers.

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 hand and seal on the day and year first above written.

Lewie Schendel (Seal)  
Mabel Schendel (Seal)

State of Kansas,

ss:

County of Franklin,

Be it remembered, that on this 30th day of April A. D. 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Lewie Schendel and Mabel Schendel, Husband and Wife, who are personally known to me to be the same persons who executed the foregoing mortgage and such person 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.

L. S.

H. E. Jewell Franklin  
Notary Public County, Kansas

Term expires Feb. 24, 1928.

#### ASSIGNMENT OF MORTGAGE

The following is endorsed on the original instrument in book 65 page 599

From  
Central Trust Co.

To  
Fraternal Aid Union

State of Kansas, Douglas County, ss  
This instrument was filed for  
record on this 2 day of May A. D.  
1925, at 11:25 o'clock A. M.

J. E. McElman  
Register of Deeds

By-----Deputy

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to The Fraternal Aid Union Lawrence, Kansas, April 27 1925.

Corp  
Seal

THE CENTRAL TRUST CO.,  
By Chester Woodward  
Vice President.