

BANK CODE NORTH STATIONERY CO KANSAS CITY MO 1214

option, pay or cause to be paid such taxes, charges, special assessments, or premiums of insurance on the improvements aforesaid, and the amount or amounts so paid, with interest thereon at the rate of ten per cent per annum from date of payment shall constitute a lien on the above described land and be secured by this mortgage and recovered in an action of foreclosure, the same as if it were a part of the unpaid mortgage debt.

Seventh: It is further agreed that after the payment of three annual premiums in cash by the insured under Policy Number 42169 according to its terms, or sooner, if according to the terms of such policy it shall have any reserve value, privileges or benefits, the second party may, at its option, apply such reserve value or part thereof as it may see fit or any other privileges or benefits attaching to said policy of life insurance as may be necessary, to the payment of any and all interest due on this loan, or, at the option of the second party, to the automatic payment of any premium due on said policy of life insurance according to its terms, all without prejudice to second party's right to declare the entire indebtedness due and payable if it sees fit, and to foreclose this mortgage according to law, and also at its option to cancel said policy of insurance according to its terms, and in harmony with the Statutes of Kansas for the cancellation of life insurance policies on account of the non-payment of premium when due.

Eighth: That the second party may resort, for the payment of said principal monies, interest and insurance premiums on the life of Charles E. Fox, to its several securities therefor in such order and manner and at such time or times as it may see fit.

Ninth: That it is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagors shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

Tenth: Now if the debt, obligation and the installments described in said note evidencing said indebtedness, and herein, be paid when due and each and all of the agreements herein contained be kept and performed as aforesaid, then these presents shall be null and void, but if default be made in the payment of the note or any installment thereof when due, or any interest thereon, or premium of life insurance or part thereof on said Policy Number 42169, when due, or if any charge, taxes or assessment on the property herein described be not paid before the same become delinquent, then the entire indebtedness hereby secured (except the unearned and deferred life insurance premiums) shall at the option of the second party, its successors or assigns by virtue of this mortgage, immediately become due and payable at once, without notice, and the second party, its successors or assigns may proceed to foreclose this mortgage in the manner provided by law and to cancel said life insurance policy on the life of Charles E. Fox by the giving of notice of its intention to do so according to Chapter 212 of the Laws of Kansas for 1913, and any act or acts amendatory or supplemental thereto, or the said second party may at its option avail itself of any rights or remedies of any one of the securities hereby granted as set forth in paragraph Eight hereof, without forfeiting or affecting any other right that it may have hereunder.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seal on the day and year first above written.

Charles E. Fox  
Versa R. Fox

STATE OF KANSAS, Douglas County, ss

BE IT REMEMBERED, That on this 19th day of June, A. D. 1925, before me a Notary Public in and for said County and State, came Charles E. Fox and Versa R. Fox his wife to me personally known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L. S.  
C. B. Holmes  
Notary Public.

My commission expires April 20, 1929.

From O.J. Bunn. ASSIGNMENT.

To J.H. Holke.

State of Kansas, Douglas County, ss.  
This instrument was filed for record on the 19 of June, A.D. 1925, at 3:55 P.M.

*Low E. Neilman*

Register of Deeds,  
Page 346.

The following is entered on original instrument Book 63 - Page 346.  
Know All Men By These Presents, That O.J. Bunn Douglas County, in the State of Kansas the within named mortgagee in consideration of Five Hundred Fifty and no/100 Dollars to me in hand paid, the receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and convey unto J.H. Holke heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

To Have and To Hold the Same Forever, subject nevertheless, to the conditions therein named.

In Witness Whereof, The said mortgagee has hereunto set his hand this 1 day of December 1924.

Executed in presence of

O.J. Bunn.

State of Kansas. } SS  
Douglas County. }

Be It Remembered, That on this 4th day of December 1924 before me J.D. McNeill a notary public in and for said county and State, came O.J. Bunn to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In "Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S.  
My Commission expires December 14th 1927.

J.D. McNeill.  
Notary Public.