

Provided, However, That if said parties of the first part shall pay, or cause to be paid to the said party of the second part his heirs or assigns the principal sum of \$2,000.00 as follows:

One Note for (\$2,000.00) Two Thousand 00/100 Dollars with interest at six per cent per annum until default or maturity and ten per cent after default or maturity, interest payable on all of the unpaid balance semi-annually or monthly as provided hereinafter, as follows: It is agreed that all of the one half of the net moneys collected on the property securing this note will be applied on the payment of this note less taxes, and interest on first mortgage, and all of this note shall be due in two years from this date; this note shall draw ten per cent after default of maturity until paid.

The above and within mortgage is inferior and subject to a prior mortgage with an unpaid balance of (\$13,500.00) thirteen thousand Five Hundred 00/100 Dollars, with interest thereon at the rate of six per centum per annum, payable on the as before mentioned together with interest at the rate of ten per centum per annum on any installment of interest which shall not have been paid when due, and of ten per centum per annum on the sum becomes due or payable, according to the tenor and effect of said principal sum after the same becomes due or payable, executed by the said Joseph W. Spoor and Carol Spoor. and Principal Note bearing even date herewith, executed by the said Joseph W. Spoor and Carol Spoor. and payable at the office of --The Commercial National Bank, in Kansas City, Kansas, and shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay or cause to be paid the principal sum and interest above specified in the manner aforesaid, together with all costs and expenses of collection, and all costs and expenses, including attorney's fees, if any there shall be paid by the party of the second part, his heirs or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises and to keep the buildings thereon in good repair and insured to the amount of \$5,000.00 against loss by fire and \$5,000.00 against loss by wind storms, in insurance companies selected by the said party of the second part, his heirs or assigns, and to assign and deliver to J. McDonnell all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by said first parties that the party of the second part, his heirs or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property, if default be made in the covenant to insure; and put policies in the hands of said second party; and sums so paid and all other sums paid by second party, his heirs or assigns, under the covenants or agreements in this mortgage, shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per centum per annum in any suit for foreclosure of this mortgage. In case of such foreclosure said real estate shall be sold without appraisalment.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, his heirs or assigns, may without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of any promissory note at maturity, the said party of the second part, his heirs or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

And in case of default of payment of any sum herein covenanted to be paid for thirty days after the same becomes due, or in default of performance of any covenant herein contained, said first parties agree to pay to second party, his heirs or assigns, interest at the rate of ten per centum per annum on said principal note from the date of such default to the time when the money shall be actually paid, and in such case first parties agree to pay a reasonable attorney fee.

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

Joseph W. Spoor
Carol Spoor.

State of Missouri
County of Jackson } ss;

On this Fifth day of March A.D. 1926 before me, a notary public in and for said county, appeared Joseph W. Spoor, and Carol Spoor husband and wife to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.
L.S. My Commission expires April 15, 1926.

Mary Spoor
Notary Public.

From
Central Trust Co.
To
Penn Mutual Life Ins. Co.

ASSIGNMENT.

State of Kansas Douglas County, ss;
This instrument filed March 4th, 1926 at 9:20 A.M.

Ed. E. Wellman
Register of Deeds.

The following is endorsed on original instrument Book 70 Page 1)
FOR VALUE RECEIVED, THE CENTRAL TRUST CO. hereby assigns the within mortgage and the debt secured thereby to Penn Mutual Life Insurance Co. Philadelphia Pa. March 3, 1926.

The Central Trust Co.,
By Chester Woodward
Vice-President.

Corp Seal.

State of Kansas, Shawnee County, ss;

Be it Remembered that on this -- day of Mar. 3, 1926, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice Pres & Secy of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

L.S.
(Commission expires Jan. 21, 1930.)

E. E. Lindblade.
Notary Public.