

located and to fully protect the second party's title and lien on said property hereby created against all claims and demands whatsoever.

Sixth, That on default in the payment of any taxes, charges or special assessments which may be imposed by law upon said premises or any part thereof or on the failure to keep said property insured or pay the premiums of insurance on the improvements the second party may at its 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 debt.

Seventh, It is further agreed that after the payment of three annual premiums in cash by the insured under Policy number 45402 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 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 Miller J. Carpenter 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 45402 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 Miller J. Carpenter 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.

Miller J. Carpenter  
Anna S. Carpenter

State of Kansas  
Douglas County SS

Be it remembered, That on this 1st day of July A.D. 1926 before me a Notary Public in and for said county and state came Miller J. Carpenter and Anna S. Carpenter 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.

A.U. Evans  
Notary Public.

LS  
Commission expires October 6, 1928.

From  
Floyd M. Dodds  
To  
Inter-state Nat'l. Bank

MORTGAGE.

State of Kansas, Douglas co. ss  
This instrument was filed for record  
July 10, 1926. At 2:00 P.M.

Register of Deeds.

This Indenture, Made this first day of July in the year of our Lord nineteen hundred and twenty six, by and between Floyd M. Dodds and Nellie M. Dodds his wife of the county of Douglas and state of Kansas, parties of the first part and The Inter-state National Bank of Kansas, City, Missouri, party of the second part,

Witnesseth, That the said parties of the first part in consideration of the sum of Fortyfive hundred and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors and assigns all of the following described real estate situated in the county of Douglas and state of Kansas to-wit:

North one half (1/2) of the southeast quarter (SE 1/4) of section seventeen (17) and the north one half (1/2) of the southwest quarter (SW 1/4) of section sixteen (16) all in township fifteen (15) range eighteen (18) containing one hundred sixty (160) acres.

To Have and to Hold, the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions to-wit:

x 3rd - To keep all improvements on said property in good repair usual wear and tear excepted.

Subscrip. Book 67 Page 388.