

of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

THIRD, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$2300.00

With National Board Standard Mortgage Clause attached in favor of second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage and the bond or note and coupons secured hereby are made under and are to be construed by the laws of the state of Kansas. The foregoing conditions being fully performed this conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hands Feb. 7, 1927.

Signed in the Presence of

Laura L. Green
Nelson Green.

State of Kansas)
County of Douglas) SS

On this tenth day of February 1927 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said county and State personally came Laura L. Green and Nelson Green (husband and wife) to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be voluntary act and deed.

Witness my hand and Notarial Seal the day and year last above written.

LS
My commission expires Oct. 14, 1927.

Eva H. Neville.
Notary Public.

From F. C. Swadley
To W. F. Spencer

ASSIGNMENT.

State of Kansas, Douglas County, ss.
This instrument filed Feb. 15th, 1927 at 10:15 A.M.

Isa E. Wellman
Register of Deeds

(The following is indorsed on original instrument Book 50 Page 149 Mortgages.)

KNOW ALL MEN BY THESE PRESENT, That H. C. Swadley Douglas County in the State of Kansas the within named mortgagee, in consideration of Four Hundred and fifty (450.00) and -- Dollars-- to me in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto W. F. Spencer heirs and assigns, the within mortgaged 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 contained.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 6th day of May, 1918.

Executed in the Presence of
C. A. Zerald
St. Albans W. Va.

H. C. Swadley

State of Kansas)
Douglas County) ss:

do It Remembered That on this 15th day of February A.D. 1927, before me Register of Deeds in and for said County and State, came H. C. Swadley to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

LS.

Isa E. Wellman, Register of Deeds
Douglas County, ss.