MORTGAGE RECORD 67

SECCED, In consideration of the rate of interest at which the lean hereby secured is made, aid party of the First Part expressly agree to pay any and all taxes and ascessments which may be nortgage securing the same, or against the owner of said bond or note and mortgage on account of the det hereby secured. If, however, such taxes and assessments added to the interest shall acceed ten per cent per annum upon such principal, then the mortgages herein shall pay only so much of such taxes and assessments as, added to the interest per cent per contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

HIED, Party of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinguency and procure, maintain and deliver to add 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 & &0000 with National board Standard Mortgage Clause attached in favor of the second party, its successors or assigns, as heir interest may appear; and shall keep the buildings and other improvements in good repair and

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 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 thereen at ten per cent per camum, 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 the interest on caid note, or any portion thereof for the space of tendays after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the State of Konsas against delinquency, or in case the party of the first part fail to perform any of the conditions or agreements then this mortgage and all sums of mainly secured hereby, less the interest for the unsyled time, shall, further notice, and this mortgage may then be foreclosed and the mortgaged promises sold in one body 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, time at the mortgage are made the same body without appraisement. The note source of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest (whether the mortgage exercises dition or agreement herein contained) or not declare the whole sum due for breach of any conthe option to declare the whole sum due or not) bear interest at the rate of tan per cent per annum

SIXTH, And it is further agreed that if an action is commanced to foraplose, 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 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.

DINITNESS WHEREOF, I have hereunto set my hand June 1, 1927

SIGNED IN THE PRESENCE OF ______ Phila Lescher

BTATE OF KANBAS

COUNTY OF DOUGLAS)

On this 7th day of June before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Fhila Lescher to me personally known to be the identical person 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.

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

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7, 1927

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Wm. LaCoss Notary Public 625

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