

thereon according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money or interest thereon is not paid when the same is due and payable or if any taxes or assessments levied against said property are not paid when the same are payable then ~~in either~~ of these cases the whole of said sum mentioned in said note together with the interest thereon shall and by this indenture does immediately become and payable at the option of the party of the second part or his assigns to be at any time thereafter exercised without notice to the parties of the first part but the legal holder of this mortgage may at his or her option pay or cause to be paid the said taxes and assessments so due and payable as the mortgagors or their assigns shall neglect or refuse to pay as hereinafter set forth and charge them against said parties of the first part and the amounts so charged shall be an additional lien upon the said mortgaged property and may be enforced and collected in the same manner as the principal debt hereby secured together with interest at the rate of twelve per cent. per annum payable semi-annually until fully paid and discharged; but whether the party of the second part elect to pay such taxes and assessments or not it is distinctly understood that in all cases of delinquencies as above enumerated then in like manner the said note and the whole of said sum shall immediately become due and payable and said mortgagor or his assigns may immediately cause this mortgage to be foreclosed and shall be entitled to the immediate possession of the premises and the rents issues and profits thereof. And the said parties of the first part hereby waived all benefits of the stay valuation or appraisements laws of the State of Kansas.

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

Attest: L. A. Nichols

Attest: Wm T. Sinclair

Anne^{her} Smith

Wm^{mark} Smith

America^{mark} Smith

D. E. Smith

A. M. Smith

M. E. Irwin

