

And the said parties of the first part further covenant and agree that in case of default on their part in any of the covenants and conditions to be performed by them hereunder, or in the event of Commission of Waste, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured, immediately due and payable, and thereupon, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and further security for the payment of the moneys mentioned herein and said party of the second part, its successors or assigns, 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~~ and not in parcels, or otherwise, at the option of the party of the second part, its successors or assigns.

In Witness Whereof, The parties of the first part have hereunto signed their names this the day and year first above written.

A.J. Farnell  
Annie B. Farnell

State of Kansas |  
Douglas County |SS

Be it remembered, That on this 5th day of December A.D. 1927 before me the undersigned a Notary Public in and for the county and state aforesaid personally appeared A.J. Farnell and Annie B. Farnell, his wife, to me known to be the persons named in the foregoing instrument of writing and who to me acknowledged the execution thereof to be their free and voluntary act and deed.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on this the day and year last above written.

A.F. Flinn  
Notary Public

LS  
My commission expires April 10, 1931.

From W.W. White  
To Bankers Mtg. Co.

MORTGAGE

State of Kansas Douglas Co. ss  
Filed for record Feb 20, 1928  
At 4:15 P.M.

Reg. No.

3209  
#13.75

*James E. Wellman*  
Register of Deeds

This Indenture Made February 1, 1928 by and between W.W. White and Lena O. White, husband and wife, of the county of Douglas State of Kansas parties of the first part and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Fifty five Hundred and no/100 Dollars paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby Sell and Convey unto the said second party, its successors or assigns the following described real estate situated in the County of Douglas and State of Kansas to-wit:

All of lots Number One (1) and number two (2) in Breezedale, an addition to the City of Lawrence, Douglas County, Kansas.

The debt secured by this Mortgage is further secured by a Twenty seven Hundred fifty Savings Bond in the Bankers Mortgage Company of Topeka, Kansas No----- and it is agreed that any default of any payment due on said Bond shall be a breach of the conditions of this Mortgage and shall entitle the holder thereof to foreclose the same.

To Have and To Hold said premises with all appurtenances thereunto belonging unto the said party of the second part its successors or assigns forever. The said parties of the first part covenant with the party of the second part that said part of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Fifty Five Hundred and no/100 (\$5500.00) Dollars on the first day of February 1938 with interest thereon, payable semiannually from February 1928 according to the terms of one promissory bond or note, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or note hereby secured or the mortgage securing the same, or against the owner of said bond or note and mortgage on account 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 \$5500.00 with National Board Standard Mortgage Clause attached in favor of the 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 note 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 the interest on said 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

Witnessed and Subscribed at Topeka, Kansas  
 this 1st day of February 1928  
 James E. Wellman  
 Register of Deeds  
 I, JOHN C. LARSEN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of foregoing instrument was filed for record in my office on the 20th day of February 1928, and that the same is only recorded in Journal Book 13, Page 13.75.  
 Witness my hand this 20th day of February 1928.