

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 secured hereby, are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed, thus conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hand's March 19, 1928.

Signed in the Presence of

Beatrice N. Branson
Walter E. Branson

State of Kansas)
County of Douglas) ss

On this 21st day of March 1928 before me, the undersigned, a Notary Public duly commissioned and qualified for and residing in said County and State, personally came Beatrice W. Branson and Walter E. Branson, wife and husband, 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 their voluntary act and deed.

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

L.S.

My Commission expires August 8, 1929 .

Ethel F. Mull, Notary Public

From Don Westeffer
To Collins Mortgage Company

MORTGAGE.

State of Kansas, Douglas County, ss
This instrument filed March 24, 1928
at 2:45 P.M.

Register of Deeds

This Indenture, Made the 21st day of March A.D. 1928, between -----
 ---Don Westheffer and Phebe L. Westheffer, his wife,-----parties of the first part, and Collins Mortgage
 Company,--- a corporation, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of -----
 -----Twenty-six 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
 and its successors and assigns forever, the following described Real Estate situated in the County of
 Douglas and State of Kansas, to-wit:

The Fractional South half of the Southwest Quarter of Section Thirty-one (31), Township Twelve (12), Range Twenty-one (21), less One (1) acre in the Southwest corner for school purposes, also less One (1) acre off the East end of the South Half of the Southwest Quarter and also the fractional Northwest Quarter of the Southwest Quarter, less 12.75 acres described as follows: Beginning at the Northwest corner of said Quarter Section; thence South on said Quarter Section line 29.58 rods to a stake; thence East and parallel with the North line of said Quarter Section 70.32 rods to a stake; thence North and parallel with the west line of said Quarter Section 29.58 rods to the North line of said Quarter Section; thence West on the North line of said Quarter Section 70.32 rods to the place of beginning, East of the Sixth Principal Meridian, and containing in all 95.57 acres, more or less-----

Together with the privileges and appurtenances to the same belonging.

To Have and To Hold the same unto the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance-- and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned, however, That if Don Westheffer and Phoebe L. Westheffer, his wife, said parties of the first part, their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said parties of the second part, its successors or assigns, on April 1, 1933, the sum of Twenty-six and no/100 Dollars, with interest, according to the terms of a promissory note bearing even date herewith executed by Don Westheffer and Phoebe L. Westheffer, his wife, said parties of the first part to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgages, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than ---- dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition) with these, if any, payable to said party of the second part, its successors or assigns, as to or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good conditions and repair as at this time, ordinary wear and tear only accepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties