

FOURTH: Said parties of the first part further agree to pay all taxes and assessments levied upon said premises when the same are due, and if not so paid the said party of the second part, or the legal holder or holders of the notes secured by this mortgage, may pay the same, and any amounts so paid shall be an additional lien on said mortgaged property hereunder with interest thereon at 10 per cent per annum from the date of such payment.

FIFTH: Said parties of the first part further agree that this mortgage is a first lien upon the mortgaged premises, subject to the lease herein mentioned, and that they covenant and agree to pay to the party of the second part any costs incurred and paid by the party of the second part, or her assigns, in maintaining priority of this mortgage; and that the party of the second part, or her assigns, may make any payments necessary to remove or extinguish any prior or outstanding title or lien or encumbrance on the premises hereby mortgaged, and any sums so paid shall be a lien on the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent per annum in any suit to foreclose this mortgage.

SIXTH: Said parties of the first part further agree that if the makers of the notes secured hereby shall fail to pay, or cause to be paid any part of said monies secured hereby, either principal or interest, according to the tenor and effect of the above mentioned notes or which may be due and payable by parties of the first part to said party of the second part by reason of any covenants herein, when the same become due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money secured hereby shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

SEVENTH: The premises hereinbefore described are subject to a lease made by parties of the first part on August 7, 1929, which is recorded in Book 125, page 200 of the records in the office of the Register of Deeds of Douglas County, Kansas, which lease has been assigned to the Lawrence National Bank, of Lawrence, Kansas, under date of August 10, 1929, under the trust agreement hereinbefore referred to. All of the rights of parties of the first part under said lease and trust agreement are intended to be included in this mortgage, and are hereby transferred and assigned to party of the second part to secure the payment of the amounts due hereunder and the performance of the covenants made herein. In case of default hereunder, the party of the second part may proceed forthwith to exercise and enforce all said rights as fully as the parties of the first part might have done if this mortgage had not been executed.

The foregoing payments being made and the foregoing conditions being fully performed by the parties of the first part, this mortgage shall be void; but in case of default in the payment of any sum herein covenanted to be paid, or in default of performance of any covenant herein contained, the said parties of the first part agree to pay to the party of the second part, or her assigns, interest at the rate of ten per cent per annum, computed annually on said principal note and on any other sums due hereunder from the time of such default to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected, shall be, and not exceed, the legal rate of ten per cent per annum. And in case of such default said party of the second part, or her heirs or assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part.

IN WITNESS WHEREOF, The said parties of the first part have hereto signed their names this the day and year first above written.

Geo. Ecke
Marian Ecke

STATE OF KANSAS
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, that on this 1st day of February A. D. 1930, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared George Ecke and Marian Ecke, his wife, to be known to be the persons named in and who executed the above and foregoing instrument of writing and who duly acknowledged the execution thereof to be their free and voluntary act and deed and for the purposes and considerations therein recited.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my notarial seal on this the day and year last above written.

Legal Seal

My commission expires Jan. 25, 1934.

Geo. W. Kuhne.
Notary Public

Recorded February 3, 1930 A. D. at 9:30 A. M.

Eric E. Cummings Register of Deeds

ASSIGNMENT

(The following assignment is endorsed on the original instrument recorded in Mortgage book 70 page 54)

FOR VALUE RECEIVED, The Central Trust Co. hereby assigns the within Mortgage and the debt secured thereby to Equitable Life Ins. Co. of Iowa Des Moines, Iowa January 3, 1930.

THE CENTRAL TRUST CO.
By J. E. Merriam Vice-President

Corp. Seal
STATE OF KANSAS, SHAWNEE COUNTY, SS.

BE IT REMEMBERED, That on this 3rd day of January 1930 before me the undersigned a Notary Public in and for the County and State aforesaid came J. E. Merriam Vice-President of The Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal
Commission expires March 5th 1932

Helen M. Goodyear Notary Public

Recorded February 8, 1930 A. D. at 1:30 P. M.

Eric E. Cummings Register of Deeds

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