

EIGHTH. That in the event of the passage, after the date hereof, of any law by the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days' written notice to the owner of said land requiring the payment of this debt, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days;

NINTH. That it is expressly understood and agreed, that this mortgage shall become due and payable forthwith at the option of the mortgagee if the mortgagor shall convey away said mortgaged premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

TENTH. That the party of the second part may resort for the payment of the said principal moneys, premiums and interest to its several securities therefor in such order and manner as it may think fit.

Now, if the debt and the instalments described in the said bond be paid when due, and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if any of said agreements be not kept or performed as aforesaid, then said party of the second part, or its endorsees or assigns, may, at their option, pay such taxes or assessments, or any part thereof and may effect such insurance, paying the cost thereof, and may pay and satisfy any final judgment on any lien claim, including all expenses and costs, and for the payment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per centum per annum, these presents shall be a security in like manner and with like effect as for the payment of said bond.

If default be made in the payment of said bond, or any part thereof, or any interest thereon, when due, or in the performance of any agreement herein contained, or if any assessment be made as the basis for any tax or public charge in the nature of a tax on mortgages, or on the Mortgagee's interest in said real estate, or on said bond, then all of the indebtedness secured by this mortgage shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the sums due upon said bond, 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 the said parties of the first part their heirs and assigns, and all persons claiming under them at which sale, appraisement 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 case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the bond secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and parties of the first part, conclusive evidence of the amount and validity of the taxes.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Nellie M. Gustafson  
Broer G. Gustafson

Executed and delivered in presence of:

STATE OF KANSAS,  
COUNTY OF DOUGLAS, SS.

BE IT REMEMBERED, That on this Twenty Second day of November A. D. Nineteen Hundred Thirty before me, the undersigned, a Notary Public in and for said County and State came Broer G. Gustafson and Nellie M. Gustafson his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Legal Seal

My term Expires Jan. 20, 1934.

E. L. Falkenstein Notary Public  
Douglas County, Kansas.

Recorded Dec. 1, 1930 A. D. at 3:35 P. M.

*E. L. Falkenstein*

Register of Deeds

\*\*\*\*\*

FRONT