

THIRD, That said parties of the first part agree to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors or assigns, fire, lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than \$_____ with loss payable to the said party of the second part as mortgagee its successors or assigns in good repair and condition.

FOURTH, That if said insurance is not promptly effected and maintained, or if said taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance and may pay said taxes and/or special assessments, and all such payments, with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real estate, or against the notes hereby secured, or against this mortgage before delinquency, or in case said parties of the first part, shall fail to keep or perform any of the covenants, conditions or agreements contained in this mortgage or in the notes hereby secured, time being of the essence of this contract, then this mortgage and all sums of money secured hereby, less interest for the unexpired time and shall, at the option of said party of the second part, its successors or assigns, become at once due and payable, without further notice, and then this mortgage may be foreclosed and the mortgaged premises sold in one body. The notes secured by this mortgage shall, after maturity (whether the same mature by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) bear interest at the rate of ten per cent per annum until paid.

SIXTH, That if an action is commenced to foreclose this mortgage, said party of the second part, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, and such receiver shall have the right to take immediate possession of and control and preserve the mortgaged property, and to collect the rents and profits thereof, for the payment of the debt hereby secured, and said receiver's costs and expenses, and may perform and discharge all duties of a receiver.

SEVENTH, That this mortgage, and the notes secured hereby without regard to the place of execution or delivery are made under, and shall be construed by and according to the laws of the State of Kansas. If the foregoing conditions are fully performed, then this conveyance shall become void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands.

Signed in Presence of

James G. H. Jones
Mary J. Jones

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

On this 20th day of May 1931 before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said County and State personally came James G. H. Jones, and Mary J. Jones, his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing mortgage and duly acknowledged that they executed said instrument and that the execution of the same is their voluntary act and deed.

WITNESS my hand and Notarial Seal at _____ in said County the day and year last above written.

Legal Seal

My commission expires April 25, 1935

W. A. Schaal Notary Public

Recorded May 20, A. D. 1931 at 2:45 P. M.

Elmer S. Cunningham Register of Deeds

Reg. No. 1364-
Fee Paid 47^{rs}

EXTENSION MORTGAGE

EXTENSION AGREEMENT AND COUPONS

Lawrence, Kansas, April 29, 1931

WHEREAS, The First Savings Bank of Lawrence the owner of a certain mortgage note of Four Thousand & no/100 reduced by payments to Thirty-one Hundred and no/100 Dollars (\$3100.00) given by Robert L. Lyons to The Merchants Loan & Savings Bank dated April 7, 1923 and secured by mortgage recorded in book 61 of mortgages, at page 303 in the office of Register of Deeds of Douglas County Kansas, has agreed to extend the time of payment of said note to April 7, 1933.

NOW, in consideration of such extension Robert L. Lyons & Amy Lyons, his wife, the present owners of the land conveyed in the above described mortgage do hereby agree to pay interest upon said note according to the tenor and effect of certain coupon notes of even date herewith, the extension of time of payment of said note and the payment of said coupon notes being subject in all respects, except as to date of payment, to the terms, recitals and conditions, of said mortgage note hereinbefore mentioned and to the provisions of said mortgage deed.

Robert L. Lyons
Amy Lyons

Recorded May 21, A. D. 1931 at 9:00 A. M.

Elmer S. Cunningham Register of Deeds