

MORTGAGE RECORD 85

6. To pay before the same become delinquent all taxes and assessments and impositions of every kind that may be levied, assessed or imposed by authority of the United States of America or by the State of Kansas or any political subdivision or municipality in said State, which may be or become a lien upon said real estate or any part thereof or interest therein, including any mineral or royalty interest therein.
7. To keep the buildings, fences and other improvements now or hereafter erected on said lands in sound condition and in good repair and to commit or permit no waste on the said premises.
8. To keep, during the existence of this mortgage, all buildings and improvements erected and to be erected on said premises constantly insured against loss and damage by fire for the sum of at least Insurable value Dollars (\$--) in a company or companies which may be designated by the said Company, and to provide insurance against hazards other than fire in like amount, if demanded by the said Company, and that all policies of insurance without exception and of whatsoever nature and of whatever amount taken out on the said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly pledged, assigned and, with a proper mortgage clause in favor of the said Company attached thereto, delivered as issued and with premiums fully paid, to the said Company. And the said Party of the First Part further agrees that in case of loss to the premises and subsequent settlement and payment therefor by any insurer, the entire settlement proceeds or amount so paid shall be applied to such portion of the debt hereby secured as the holder of the aforesaid promissory note shall direct or toward the rebuilding or restoring of the premises, whichever the holder of the said promissory note shall elect.
9. That in the event the said premises or any part thereof, in the judgment of the said Company, require inspection, repair, care or attention of any kind or nature not theretofore furnished and provided by the Party of the First Part, the Company herein, being hereby made the sole judge of the necessity therefor, after having made reasonable attempt to notify the Party of the First Part, may enter or cause entry to be made upon the said premises and may inspect, repair or maintain the same as the said Company may deem necessary or advisable and may make such expenditures and outlays of money as the said Company may deem essential for the preservation of the mortgage security.
10. That in the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Party of the First Part, the Company may, without notice to the Party of the First Part, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Company or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in any wise affecting the lien of this mortgage or the original liability of the Party of the First Part on the note hereby secured, either in whole or in part.
11. That in case the Party of the First Part allows the said premises to be or become subject to any lien or incumbrance superior to the lien of this mortgage, or in case the said First Party fails to pay all taxes, assessments and impositions as above provided, or in case the said First Party fails to keep and maintain said premises in sound condition and in good repair and insured as above provided, the said Company or the legal holder or holders of the aforesaid promissory note may at its, his, her or their option, without demand or notice and without waiver of any right arising from the breach of any of these covenants by said First Party, pay or remove any such lien or incumbrance, pay such taxes, assessments and impositions or redeem the premises from tax sale, make such repairs and properly maintain the said premises, effect such insurance, and proper receipts shall be conclusive evidence of the amounts and validity of such payments, and all moneys paid for any such purpose or to protect the said Company's interest in the said premises shall be immediately due and payable with interest thereon at the rate of ten percent per annum until paid and shall, together with interest as aforesaid, become so much additional indebtedness secured by this mortgage.
12. That if default be made in the payment of said note or any part thereof or of any instalment due in accordance with the terms thereof, either of principal or of interest, or in the performance of any of the covenants, agreements or conditions herein contained, time and the exact performance of each and all of First Party's covenants and obligations hereunder being material and of the essence hereof, then, and in either or any such case, or at any time during the continuance of such default, the entire principal sum remaining at that time unmatured together with all interest accrued thereon, shall, at the election of the said Company or of the legal holder or holders of said note, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein contained to the contrary notwithstanding, and thereupon the said Company or the legal holder or holders of said note shall have the right to immediately foreclose this mortgage and shall have all other rights and remedies that the law and equity provide, and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.
13. That in any and every suit brought to foreclose this mortgage, the sum expended by the said Company in having the abstract of title to said premises continued to date shall be secured hereby and included in any decree of foreclosure. In every foreclosure suit the Court, upon application by the said Company, shall appoint a receiver for the land and premises above described and mortgaged, with power to enter upon, cultivate and operate said premises and collect the rents, issues and profits therefrom, with the usual powers of receivers in such cases.

PROVIDED ALWAYS that whenever said Party of the First Part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements hereinabove expressed, then all such covenants and agreements shall cease and determine, but not otherwise, and said Party of the First Part shall be entitled to a satisfaction of this mortgage.

IN WITNESS WHEREOF, the said Party of the First Part have hereunto set their hands, the day and year first above written.

Signed and Delivered in the Presence of:
 E. Conrad McGraw
 Chas. E. Louk

John Vogel
 Irene Schaeke Vogel
 Magdalena Schaeke
 Frieda S. Heck
 Arthur A. Heck

STATE OF KANSAS) ss:
 COUNTY OF Douglas)

BE IT REMEMBERED that on this 4th day of December 1933, before me, the undersigned Notary Public within and for said County and State, personally came JOHN VOGEL and IRENE SCHAEKE VOGEL, his wife; MAGDALENA SCHAEKE, a widow, and FRIEDA S. HECK and ARTHUR HECK, her husband, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

(SEAL) My commission expires Jan. 26, 1943

Chas. E. Louk
 Notary Public

Recorded January 9, 1940 at 4:55 P.M.

Harold A. Beck Register of Deeds