

MORTGAGE RECORD 85

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of interest of said note and/or any instalment of principal thereon, or any part thereof when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

The party of the first part agrees that the tax payment will be \$18.95 for 4 months, \$12.63 thereafter, and the insurance payment will be \$1.29 for 20 months, \$.72 thereafter, beginning September 1, 1941 and continuing monthly until maturity; that said payments are subject to adjustment to conform to changes, if any, in tax and insurance costs.

This rider attached to and forming part of mortgage, dated July 25, 1941, for \$2,925.00 is identified with said mortgage by the following signatures:

Helen Elizabeth Harsberger

The said party of the first part, in order more fully to protect the security of this mortgage, does hereby covenant and agree that, together with and in addition to the monthly payments of principal and interest payable under the terms of the note or bond secured hereby, she will pay monthly to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, on the first day of each month until the said note or bond is fully paid, a sum equal to one-twelfth (1/12) of the known or estimated yearly taxes and assessments levied against the herein described premises, and also one-twelfth (1/12) of the known or estimated yearly premiums that will become due and payable to maintain in force the insurance on the premises herein described. THE PRUDENTIAL INSURANCE COMPANY OF AMERICA shall hold such monthly payments in trust, without obligation to pay interest thereon, to pay such insurance premiums, taxes and assessments when due. If the total of monthly payments as made under this paragraph shall exceed the amounts of payments actually made by THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for insurance premiums, taxes and assessments, as the case may be, such excess shall be credited on subsequent monthly payments of the same nature, but if the total of such monthly payments so made under this paragraph shall be insufficient to pay insurance premiums, taxes and assessments when due, then said party of the first part shall upon demand pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA the amount necessary to make up the deficiency. If, in accordance with the terms and provisions of the note or bond secured hereby, said party of the first part shall make full payment of the entire indebtedness of the note or bond secured hereby, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA will refund the balance of funds accumulated under the provisions of this paragraph. To the extent that all the provisions of this paragraph for such payments of insurance premiums, taxes and assessments to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA are complied with, said party of the first part shall be relieved from compliance with such covenants herein, and/or in the note or bond secured hereby, as provide for the payment of insurance premiums, taxes and assessments by the said party of the first part; but nothing in this paragraph contained shall be construed as in anywise limiting the right of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at its option, to pay any insurance premiums, taxes and assessments when due. In the event of default in the payment of any monthly or other instalment of insurance premiums, taxes or assessments as provided in this paragraph, or in the event of default in making payment of the amount necessary to make up a deficiency in such monthly payments, as hereinbefore provided, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA shall have the same right at its option to invoke any and all the rights and remedies provided in this mortgage or in the note or bond secured hereby, as it would for defaults in performance of any other terms, conditions, agreements or covenants contained in this mortgage or the note or bond which it secures.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Helen Elizabeth Harsberger

State of Kansas,) ss:
County of Douglas)

Be it remembered, that on this 1st day of August, A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came HELEN ELIZABETH HARSBERGER, single, who is personally known to me to be the same person who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Arthur S Peck
Notary Public, Douglas County, Kansas.

(SEAL) Term expires 10/3, 1941

Recorded August 1st, 1941 at 10:55 A.M.

Harold A. Beck Register of Deeds

The amount secured by this mortgage has been paid in full, and the same is hereby canceled, this 9th day of September, 1946.

ATTEST: G. H. Bostock
Assistant Secretary.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA,
By L. H. Schmidt Vice President.

(Corp. Seal)

This release
was written
on the original
mortgage given
this 1st day
of August
1941

Harold A. Beck
Reg. of Deeds
By Harold A. Beck
Deputy