

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$3,500.00 - fire

\$3,500.00 - extended contract Dollars,  
and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first party agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said party of the first part have hereunto subscribed their name and affixed their seal, on the day and year above mentioned.

*John H. Emick* (Seal)  
*Eugenia J. Emick* (Seal)

STATE OF KANSAS,  
County of Douglas } ss.

BE IT REMEMBERED, That on this 31<sup>st</sup> day of January, A. D. 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John H. Emick and Eugenia J. Emick, his wife

to me personally known to be the same person as 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.

*Wesley E. Endley* (Seal)  
(Commission expires April 6, 1950) Notary Public.



Recorded February 1, 1947 at 9:00 A.M.

SATISFACTION OF MORTGAGE  
THE SECURITY BENEFIT ASSOCIATION, the mortgagee within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record. IN WITNESS WHEREOF, The said corporation has caused these presents to be signed by its President and its seal to be affixed, this 11th day of February, A.D. 1952

(CORP. SEAL)

THE SECURITY BENEFIT LIFE INSURANCE COMPANY Formerly  
THE SECURITY LIFE ASSOCIATION  
By J. M. Kirkpatrick President

*Norbert A. Beck* Register of Deeds.