

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 parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of four 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 four 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.

It is agreed between the parties hereto that if parties of the first part do not maintain the premises in reasonable repair the party of the second part or assigns may do so and may add to the indebtedness any reasonable expense necessary and proper for the maintenance or repair of the security.

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

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

Roy Edward Davis
Maxine Davis



State of Kansas,
County of Douglas

Be it remembered, that on this

5th day of March

A. D. 1948, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

ROY EDWARD DAVIS AND MAXINE DAVIS, his wife

who are personally known to me to be the same persons, who executed the foregoing mortgage, and such persons 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.

Carl O. Meyer
Notary Public, Douglas

County, Kansas.

Term expires May 1948

