





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 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:

Don McClelland Samples 
Wilma A. Samples 



State of Kansas,
 County of Douglas

ss.:

Be it remembered, that on this 23rd day of June 1940 C.M.U.

A. D. 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

DON McCLELLAND SAMPLES AND WILMA A. SAMPLES, 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.

Don W. Brand
 Notary Public, Douglas County, Kansas.
 Term expires July 20, 1940

This rider attached to and forming a part of
 Mortgage for \$ 1,500.00
 dated June 23, 1940

is identified therewith by the following signatures:

Don McClelland Samples
Wilma A. Samples

The mortgagor, in order more fully to protect the security of this mortgage, does hereby covenant and agree that, in addition to the monthly payments of principal and interest payable under the terms of the note or bond secured hereby, the mortgagor will pay monthly to the mortgagee, on the same day said principal and interest are payable, 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. Such estimates shall be made by the mortgagee, which shall hold such monthly payments in trust, without obligation to pay interest thereon, to pay such insurance premiums, taxes and assessments when due, except as hereinafter provided. If the total of monthly payments as made under this paragraph shall exceed the amounts of payments actually made by the mortgagee 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 the mortgagor shall upon demand pay to the mortgagee the amount necessary to make up the deficiency. If, in accordance with the terms and provisions of the note or bond secured hereby, the mortgagor shall make full payment of the entire indebtedness of the note or bond secured hereby, the mortgagee will, before accepting such full payment, apply in reduction of principal any and all amounts 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 mortgagee are complied with, the mortgagor shall be relieved from compliance with such covenants herein, and/or in the note or bond secured hereby, which provide for the payment of insurance premiums, taxes and assessments by the mortgagor; but nothing in this paragraph contained shall be construed as in anywise limiting the right of the mortgagee, at its option, to pay any insurance premiums, taxes and assessments when due. In the event of default in the payment of any 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 payments, as hereinbefore provided, the mortgagee shall have the same right at its option to invoke any and all the rights and remedies provided in the 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 the mortgage or the note or bond which it secures. Further, in the event of default under the provisions of the mortgage the mortgagee may apply any balance then remaining in the funds accumulated under the provisions of this rider for insurance premiums, taxes and assessments, as a credit against the indebtedness then remaining unpaid.

The word "mortgage" as used in this rider shall be construed to mean the owner and holder of the security instrument to which this rider is attached, or any assignee, or transferee thereof. The word "mortgagor" as used in this rider shall be construed to mean the maker or makers of said security instrument, and also the vendee, devisee, successors, heirs and assigns of such mortgagor; and the word "mortgagee" as used in this rider shall be construed to mean the security instrument to which this rider is attached.

FORM 1447-20-40

Recorded June 26, 1940 at 1:25 P. M.

Harold A. Beck Register of Deeds