

Fifth. To execute any further necessary assurance of the title to said premises, and will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, against the lawful claims of all persons whomsoever;

Sixth. To keep all buildings and other improvements on said premises in good repair, and neither to commit, nor suffer, any waste upon said premises, nor to do any other act whereby the property hereby conveyed shall become less valuable;

Seventh. That in default of the payment of any taxes, charges and assessments which may be imposed by law upon the said premises, or any part thereof as the same become due and payable, it shall and may be lawful for the party of the second part, without notice to or demand from the party of the first part, to pay the amount of any such tax, charge or assessment, with any expense attending the same, and any amount so paid to repay to said party of the second part with interest thereon without notice or demand; and the same shall be a lien on the said premises, and be secured by the said note and by these presents; and the whole amount hereby secured, if not then due, shall thereupon, if party of the second part so elects, become due and payable forthwith, anything herein contained to the contrary notwithstanding;

Eighth. That in the event of the passage, after the date hereof, of any law by the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgage for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the holder of this mortgage and of the debt which it secures, shall have the right to give thirty days written notice to the owner of said land requiring the payment of this debt, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days;

Ninth. Now, if the debt described in the said note be paid when due, and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if any of said agreements be not kept or performed as aforesaid, then said party of the second part, or its endorsees or assigns, may, at their option, pay such taxes or assessments, or any part thereof, and may effect such insurance, paying the cost thereof, and may pay and satisfy any final judgment on any lien claim, including all expenses and costs, and for the payment of all moneys paid in the premises, with interest thereon from the time of payment at the rate of ten per centum per annum, these presents shall be a security in like manner and with like effect as for the payment of said note.

If default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, or if any assessment be made as the basis for any tax or public charge in the nature of a tax on mortgages, or on the Mortgagee's interest in said real estate, or on said note, then all of the indebtedness secured by this mortgage shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, its successors and assigns, shall be entitled to a judgment for the sums due upon said note, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said party 1.6.8f the first part, ^{their} heirs and assigns, and all persons claiming under them, at which sale, appraisal of said property is hereby waived by said party 1.6.8f the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said party 1.6.8f the first part.

Tenth. That the party of the second part may resort for the payment of the indebtedness secured hereby to its several securities therefor in such order and manner as it may think fit, and may at any time release said policy of life insurance as collateral security for the payment of the indebtedness secured hereby without regard to the consideration for such release and/or may accept a new policy of life insurance in place thereof for such amount and in such form as it may require without being accountable for so doing to any other lender, and it is expressly understood and agreed that if said policy shall be cancelled or released and a new policy shall be substituted in place thereof, the party of the first part shall keep such new policy in full force and effect until the indebtedness secured hereby is fully paid and satisfied and in default thereof the entire indebtedness secured hereby shall, at the option of the party of the second part, become due and payable forthwith and without notice.

Eleventh. That this mortgage shall become due and payable forthwith at the option of the party of the second part if the party of the first part shall convey away said premises or if the title thereto shall become vested in any other person or persons in any manner whatsoever.

Twelfth. That in the event of the death of the insured, the entire indebtedness secured hereby shall thereupon become due and payable, and such sum for which the party of the second part may be legally liable on said policy of life insurance, or any policy substituted in place thereof, or any policy held as collateral hereto, or any dividends, dividend additions or dividend accumulations in connection with any policy held as collateral hereto, shall be applied to the payment of the indebtedness secured hereby, and in case a surplus shall remain after liquidating said indebtedness, it shall be paid over to whosoever is lawfully entitled thereto.

In case taxes upon the property covered by this mortgage are paid by the holder of said mortgage, or of the note secured thereby, under the right conferred in this mortgage, the receipt of the proper officer for such taxes, shall be, as between said holder and part 1.6.8f of the first part, conclusive evidence of the amount and validity of the taxes.

IN WITNESS WHEREOF, The said party 1.6.8f the first part has hereunto set ^{their} hands the day and year first above written.

Edwin O. Stone
Jessie A. Stone

STATE OF KANSAS,

County of *Boysie*

BE IT REMEMBERED, That on this *26th* day of *AUGUST*

A. D. Ninety Eight *fifty* before me, the undersigned, a Notary Public in and for said

County and State, *Edwin O. Stone* and *Jessie A. Stone*

his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mort-

gage, did say they acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

My Term Expires *May 5, 1955*
Reed V. Rogers
Notary Public

Recorded September 1, 1950 at 1:55 P. M.

Harold G. Beck Register of Deeds

Know all men by these presents, that The Equitable Life Assurance Society of the United States, the mortgagees within named, have hereby certified that the within mortgage has fully paid, satisfied and discharged, and authorized the Register of Deeds of Douglas County, Kansas to discharge the same as recited. In Witness Whereof, The Equitable Life Assurance Society of the United States has caused these presents to be signed by its Vice President, and attested by its Secretary, and the Corporate Seal to be hereunto affixed, this 14th day of December, 1946.

Attest: Margaret A. The Equitable Life Assurance Society of the United States
Eggleston, Assistant Reg. George V. Davis, Vice President.
(Exp. Sec.) Secretary.