

Second. Said party 105 of the first part hereby agree to pay all taxes and assessments levied upon said premises within the same amount, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party or the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments or insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 6% per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party 105 of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Six Thousand and No/100 — Dollars; less, if any, payable to the mortgagor or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note may deliver said policy to said party 105 of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said party 105 of the first part hereby agrees that if the makers of said note shall sell, convey, transfer, mortgage or further encumber the real estate covered by this mortgage or shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same become due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall at the option of the legal holder or holders hereof become due and payable at once, without notice.

And the said party 105 of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead, Exemption and Sixty Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force, and virtue.

IN TESTIMONY WHEREOF, the said party 105 of the first part have hereunto subscribed their names, on the day and year above mentioned:

James J. Farrell
Anna J. Farrell

State of Kansas, Shawnee County, ss.
BE IT REMEMBERED, That on this 24th, day of October, A. D. Nineteen Hundred Fifty,

State, came James J. Farrell and Anna J. Farrell, Husband and Wife,

who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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



Notary Public in and for Shawnee County, Kansas
My Commission expires May 18th, 1954

ACKNOWLEDGMENT No. 2

Recorded October 2, 1950 at 2:55 P. M. Satisfaction of Mortgage.

Know All Men By These Presents, That The Fidelity Savings State Bank, the Mortgagor within named does hereby acknowledge full payment of the note by the foregoing mortgage secured, and authorize the Register of Deeds of Douglas County, Kansas to discharge the same of record. In Witness Whereof, Said Corporation has caused these presents to be signed by its Vice President this the 25th day of February, A. D. 1956

Attest, A. J. Staab
Its Cashier

The Fidelity Savings State Bank
By T. Clarke Key Its Vice President

(Corp. Seal)

This release
was written
on the original
mortgage
in ink.

Feb 1
March

David B. Clark
Register of Deeds

Frank M. Young
Deputy