

that they own in fee simple of said premises and that they are free and clear of all incumbrances except one mortgage for \$500. That they have good right and authority to convey and encumber the same and they will warrant and defend the same against the lawful claims of all persons whomsoever. Said first parties agree to insure the buildings on said premises in the sum of \$1000. for the benefit of the mortgagee and maintain such insurance during the existence of this mortgage. Said first parties agree to pay all taxes and assessments lawfully assessed on said premises before delinquent. Now if said first parties shall pay or cause to be paid to said second party heir or assigns said sum of money in the above described notes mentioned together with the interest thereon according to the terms and tenor of said notes and shall make and maintain such insurance and pay such taxes and assessments then these presents shall be wholly discharged and void otherwise shall remain in full force and effect. If such insurance is not effected and maintained or if any and all taxes and assessments which are or may be levied and assessed lawfully against said premises or any part thereof are not paid before delinquent then the mortgagee may effect such insurance or pay such taxes and assessments and shall be allowed interest thereon at the rate of 10 per cent. per annum until paid and this mortgage shall stand as security for all such payments. And if said sum or sums of money or any part thereof is not paid when due or if such insurance is not effected and maintained or any taxes or assessments are not paid before delinquent the holder of said note and this mortgage may elect to declare the whole sum or sums and interest thereon due and payable at once and proceed to collect said debt including attorney's fees and to foreclose this mortgage; and shall become entitled to possession of said premises. Said first parties waive notice of election to declare the whole debt due as above stated and also the benefit of stay, valuation or appraisement laws. In witness whereof said first parties have hereunto set their hand the day and year first above written.

Charlotte Ingersoll Tucker
H. H. Tucker -

State of Kansas } s.s.
Douglas County } Before me, a Notary Public in and for said county, and on this 28 day of September 1901 personally appeared Charlotte Ingersoll Tucker and H. H. Tucker, and to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the use and purposes therein set forth. Witness my hand and official seal the day and year above set forth.

My commission expires April 15th - 1903 -
Recorded Oct. 4th, A.D. 1901, at 9⁵⁵ o'clock, A.M.

John M. Newlin,
Notary Public,
L. D. Lawrence

Register Deeds