

Second. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent. per annum, and this mortgage shall stand as security therefor.

Third. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Five Hundred Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent. per annum, and this mortgage shall stand security therefor.

Fourth. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns, shall be entitled to immediate possession of said premises.

Fifth. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent. per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

Sixth. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the first part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

John A. Raney (SEAL)
Hannah M. Raney (SEAL)

State of Kansas,

SS:

County of Douglas, BE IT REMEMBERED, That on this 8 day of November A.D. 1913, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John A. Raney, and Hannah M. Raney, his wife, to me personally known to be the same persons who executed the forgoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) Term expires Feby 10, 1914, Zella W. Iliff, Notary Public.

Recorded Nov., 10th., A.D. 1913, at 2:55 P.M.

Floyd L. Lawrence
Register of Deeds.
By Geo. C. Wright, Cty. Clerk

Release of Mortgage.

The debt secured by a mortgage executed by A. T. Downey Jr., and Lurana Downey husband and wife to Hubert Case, and assigned to Ambrose B. Lamphiear, on Oct 26, 1911, mortgage being executed on the 1st day of May, 1911, upon the following real estate in Douglas County, State of Kansas, to-wit: Beginning at a point on the North line and 90 feet East of the Northwest corner of Lot 34, on 9th street, thence South 62 1/2 feet to the center of Lot 36, thence East 55 feet to the East line of said lot, thence North 62 1/2 feet to the North line of said lot 34, thence West 55 feet to place of beginning, all in the Town of Baldwin, said County and State.

Assignment above referred to is recorded in Book 43 on Page 412, assignment records of Douglas County, Kansas. Thereafter and on May 17, 1912, said mortgage was by said Lamphiear assigned to Hubert Case, recorded in Vol 48, Pg 605, assignment records said County, and State, and said mortgage is recorded in Mortgage Record No. 49, Page No. 125, of Douglas County, in the State of Kansas, having been fully paid, such mortgage is hereby declared satisfied and released this 28th day of September, 1912.

Hubert Case.

(OVER)

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