

Third. Said parties 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 on 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 Sixteen Hundred & No/100 Dollars; loss, if any, payable to the mortgagee or their assigns. And it is further agreed, that every such policy of insurance shall be held by the parties 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 building erected on the aforesaid mortgaged premises. Said parties of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the maker of said note 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 becomes 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 parties of the first part, for consideration do hereby expressly waive an appraisal of said real estate, and all benefit of the homestead, exemption and stay 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 parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

John C. Hogg
Olive Hogg.

State of Kansas, Shawnee County, Ss.

Be It Remembered, That on this 26th day of September A.D. Nineteen hundred four-
teen before me, the undersigned, a Notary Public in and for said County and State, came John C. Hogg and Olive Hogg, his 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.

Term expires March 1, 1918 (SEAL)

Tressa H. Fish, Notary Public,
Shawnee County, Kansas

Recorded Sept. 30th. A.D. 1914, at 10:25 o'clock A.M.

Floyd Lawrence
Register of Deeds,
Geo. L. Mager Deputy.

This Indenture, Made this 30th day of September A. D. 1914, between Fred Kahn and Kate Kahn, husband and wife of the County of Leavenworth and State of Kansas parties of the first part, and The Farmers Loan & Trust Company, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Eight Hundred and No/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:-

The North Forty feet of Lot No. Sixteen (16) in Block No. Nine (9) Lane Place in the City of Lawrence, with appurtenances.

To Have And To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns; forever; and the said parties of the first part hereby covenant that the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Eight Hundred and No/100 Dollars, on the 30th day of September A.D. 1917, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 30th days of March and September in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and six coupon interest notes thereto attached bearing even date herewith, executed by the said parties of the first part and payable to the party of the second part or its order, at the office of said company, in Lawrence, Kansas, or such other place as the legal holder of the said principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to

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By J. M. Fisher, Member of firm
J. M. Fisher & Co.
J. M. Fisher & Co. 101 N. 1st St. Lawrence, Kas.
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