nants herein contained; then this mortgage to be wold, and to he released at the ex-pense of still party of the first part, otherwise to remain in full force and effect. And the said party of the first part de hereby evenant and agree to pay, or course to be paid, the principal sum and interest above specified, in manner aforesaid, to-gether with all costs and expenses of collection, if any there shall be, and any costs, ohrges or attorney's fees incurred and paid by the said party of the second part, its oharges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in naintaining the priority of this mortgas. And the said party of the first part do further oovenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien oreated by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$ \_ in insurance, companies acceptable to the said party of the second part; its successore or assigns, and assign and deliver to it or then all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments make such renairs, or effect such insurance; and the amounts paid the refor, with in-

628

make such repairs, or effect such insurance; and the amounts paid therefor, with in-terest thereon, from the date of payment, at the rate of ten par cent. PeR annum, shall be collectible with, as a part of, and in the same manner as, the principal sum hereby semired.

secured. And the sold party of the first part do further evenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein pantaimed, then, or at any time thereafter, during; the covenants or agreements nere in panearie of oren, or at the thereated, during the continuance of such default, the said party of the second part, its successors or ssigns, may without notice, declare the entire dibt hereby secured immediately due and payable, and thereupon, or in case of default in paymint of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be en titled to inmediate possession of said premises, and may proceed to foreolose this mortgage; and in case of foreolosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, 'hhe said party of the first part have hereunto set their hands, the day and year first above written.'

Sec. Pr

Harold Olson Pauline Olson.

State or Kansas, County of Franklin, 88. On this 27th day of Warch, A.D. 1915, before me, a Notary Public, in and for said County, personally appeared Harold Olson and Pauline Olson, his wife, to me known to be the same persons named in and who excouted the foregoing instrument, and acknowl-edged that they executed the 'same as their voluntary act and deed. Witness my hand and afficial ceal, the day and year last above written. H. A. Reed, Notary Public.

My commission expires January 17th, 1918(SEAL)

Recorded M/rch 29th, A. D. 1915, at/2:00 o'clock'A.H. 

(The following is endorsed on the original instrument recorded in Book 49, page 378) -0000-

Know All Men By These Presents, That E. O. Moody, Douglas County, in the State of Kansos the within nared wortgages, in consideration of Eleven Hundred twenty five Dollars to him in hand paid, the rocipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto The Lawrence National Bank heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

Sec. 34

To Have And To Hold The Same Forever, Subject, nevertheless, to the conditions therein name d.

In Witness Whereof, The said mortgagees has hereunto set his hand this 27 day of ) Moh 1915 E. O. Moody .

State of Kansas, Douglas County, ss.

Be It 'Remindered, That on this 27 day of Nch A.D. 1915, before me, Geo W. Kuhne a Notary Public in and for said County and State, came E. O. Noody to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Geo W. Kuhne, 'Notary Public. My commission expires Jan. 25, 1918, (SEA)

Recorded MArch 30th, A. D. 1915, at 9:40 o'clock A.M.

Hoyd Lawrence Register of Deeds, His, C. Maget Deputy.

Demity.