

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. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property immediately.

FIFTH.- Said parties of the first part hereby agree that if the makers 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 become due, or to conform 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 said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

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

SIXTH.- In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default thereof to the time the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed the legal rate of ten per cent per annum.

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

Emma E. Plank (SEAL)  
U. S. G. Plank (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 4th day of October A.D. nineteen hundred and fifteen before me, the undersigned, a Notary Public in and for said County and State, came Emma E. Plank and U. S. G. Plank her husband 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 TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.  
My commission expires July 28 1919. (SEAL) Frank H. Roberts, Notary Public,  
Douglas County, Kansas.

Recorded Oct., 5th., A.D. 1915, at 11:35 o'clock A.M.

Roy L. Lawrence  
Register of Deeds,  
Geo. L. Hight Deputy.

THIS INDENTURE, Made this 5th day of October in the year of our Lord one thousand nine hundred and fifteen.

WITNESSETH, that Joseph C. Walter and Susanna Walter, his wife, of <sup>the County of</sup> LeCompton and State of Kansas, party of the first part, for and in consideration of Twenty-six hundred and no/100 Dollars, Conveys and Warrants to The Merchants Loan and Savings Bank, of Lawrence, Douglas County, Kansas, party of the second part, its assigns or successors the real estate, hereinafter described, situated in the County of Douglas and State of Kansas, to-wit:

The Northeast one fourth (N.E. 1/4) of section Eight (8) Township Twelve (12) South of Range Eighteen (18) East of the Sixth (6) P.M..

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidenced by one certain Bond No. 2646 of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Twenty-six hundred and no/100 Dollars, on October 5th, 1920, with interest at the rate of seven per cent. per annum from date until maturity and        per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons therefor thereunto attached, both principal and interest being payable at the office of The Merchants National Bank, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and secured by this mortgage deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to be collected ~~and same to be collected~~ in like manner as if the full time provided in said bond had expired.

IF IS HEREBY EXPRESSLY AGREED, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or ~~or~~ damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may direct, and maintain such insurance during the continuance of this loan.

IT IS FURTHER EXPRESSLY AGREED, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

IT IS FURTHER AGREED, That the first party shall repay to the second party, its assigns or successors, all an every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance,

This Indenture is entered in the original instrument  
acknowledged payment in full of the within  
mortgage with fully satisfying the Register  
of Deeds to enter this discharge of record.  
Noted this 16 day of March, A.D. 1920  
My commission expires 4 Savings Bank's Kansas, Kans.  
C. M. McHenry, Vice Pres.  
(Confidential)

Recorded March 17th 1920  
C. M. McHenry  
Register of Deeds