

holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding and 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 or notes, together with the costs and expenses incurred in collecting said insurance; or it may elect to have buildings repaired, or new buildings erected on the aforesaid premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to the 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 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 becomes 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 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.

SIXTH.- In case of default of payment of any sum herein covenanted to be paid, for a 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 or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payment 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 written.

Al D. Armstrong (SEAL)
Ruby M. Armstrong (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 23rd day of Nov. A. D. Nineteen Hundred and Fifteen before me, the undersigned, a Notary Public in and for said County and State, came Ruby M. Armstrong wife of A. D. Armstrong who are personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and and duly acknowledged the execution of the same to be her voluntary act and deed, for the uses and purposes therein set forth.

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 Feb 23rd 1918 (SEAL) R. M. Morrison, Notary Public, Douglas County, Kansas.

State of Kansas, Smith County, SS.

BE IT REMEMBERED, That on this 22 day of November A. D. 1915, before the undersigned Peter Pyle a Notary Public, in and for said County, personally came Al. D. Armstrong to known to be the identical person whose name is affixed to and who executed the foregoing instrument as grantor and acknowledged the same to be his voluntary act and deed for the purposes therein set forth.

Witness my hand and Notarial seal the day and year last above written.
My commission expires the 12 day of Sept 1919 (SEAL)

Peter Pyle, Notary Public

Recorded Dec. 1st., A.D. 1915, at 10:00 A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Nott
Deputy.

THIS MORTGAGE, made the 26th day of November A.D. 1915, between William G. Deskins and Anna L. Deskins, Husband and Wife, of the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body incorporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of One Thousand Dollars to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 2d day of December, A.D. 1920 being principal note, which note bears interest from Dec. 2d, 1915, at the rate of 5 per cent per annum, payable semi-annually, and evidenced by ten interest notes of even date therewith, thereto attached.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent per annum, payable annually, until paid, and are made payable to the order of the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at its office in Newark, New Jersey.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and

(For Assignment as Book 574 Page 2037)

Recorded January 19, 1916

By Allen J. Kendrick

Notary Public

Received of Al. D. Armstrong, Sum of \$1000.00 and \$100.00 in full satisfaction of the within Mortgage.

State of Kansas