

*The following is endorsed on the original instrument  
 Given All Upon By Burr Gunsallus, et al. to The Baldwin State Bank  
 the mortgagee, without name, does hereby acknowledge full payment of this  
 note by the foregoing mortgage secured and authorizes the Register of Deeds of Douglas  
 County, Kansas, to discharge the same as secured.  
 W. M. Clark, Notary Public, Douglas County, Kansas, 1919.*

Recorded June 21 - 1922 -

Estlin P. Hartung, Register of Deeds

made, executed and delivered upon the following conditions, to wit:

FIRST. Said Burr Gunsallus is justly indebted unto the said party of the second part, in the principal sum of twenty seven hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Burr Gunsallus and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, Numbered \_\_\_\_\_, executed and delivered by the said Burr Gunsallus bearing date March 23rd, 1916, and payable to the order of the said Baldwin State Bank, three years after date, at the Baldwin State Bank with interest thereon from date until maturity at the rate of 8 per cent. per annum, payable monthly, on the 23rd days of each month, and 10 per cent. per annum after maturity, the installment of interest being further evidenced by thirty six coupons attached to said principal note, and of even date therewith, and payable to the order of said Baldwin State Bank at Baldwin State Bank.

SECOND. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premise aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

THIRD. Said party of the first part hereby agrees to keep all the 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 party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon 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 Two Thousand Dollars; loss, if any, payable to the mortgage or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party 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 buildings erected on the aforesaid mortgaged premises. Said party of the Second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

FIFTH. Said party of the first part hereby agrees 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 or to 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 party of the first part, for said consideration, does 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 virtue.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto subscribed his name, on the day and year above mentioned.

Burr Gunsallus

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 23rd day of March, A. D. Nineteen Hundred Sixteen before me, the undersigned, a Notary Public in and for said County and State, came Burr Gunsallus, a single man who is personally known to me to be the identical person described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be his 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.

W. M. Clark, Notary Public, Douglas County,  
 Kansas.

Recorded April 13th., A. D. 1916, at 9:42 o'clock A.M.

Ray L. Lawrence  
 Register of Deeds,  
 Geo. C. Wetzell  
 Deputy.