

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.-The said parties of the first part hereby agree 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 Eight Thousand and no/100 Dollars, loss, if any, payable to the mortgagee 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 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 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 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 notes 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 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 parties of the first part, for said consideration, do hereby expressly waive any 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 the period of thirty days after the same becomes due, or in default in performance of any covenant herein contained, the said first parties agree to pay 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 mentioned.

Joseph G. Cummings (SEAL)
Mabel E. Cummings (SEAL)

State of Kansas, _____ County, KS.

BE IT REMEMBERED, That on this 19th day of April A.D. Nineteen Hundred and Sixteen before me, the undersigned, a Notary Public in and for said County and State, came Joseph G. Cummings and Mabel E. Cummings husband and 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, 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.

(SEAL) (Seal shows Douglas County)

Henry G. Parsons, Notary Public,
Douglas County, Kansas.

My commission expires Feb. 27th 1917.

Recorded April 28th., A.D. 1916, at 4:05 o'clock P.M.

Hyatt L. Lawrence
Register of Deeds,
Douglas County, Kansas.
Deputy.

Joseph G. Cummings and Mabel E. Cummings, husband and wife, Mortgage and Warrant to The Farm Mortgage Company, of Topeka, Kansas, real estate in the County of Douglas and State of Kansas, described as follows to wit:

The Northeast quarter of the Northeast quarter of Section 35, in Township 12, Range 19, East of the Sixth P.M., less the following: Beginning at the Southeast corner of said tract; thence North on the East line of said tract 446 feet; thence West 618.40 feet; thence South parallel with said East line 446 feet to the center of Warren Street extended West from the City of Lawrence; thence East 618.40 feet to the place of beginning, said excepted tract containing about six acres more or less; Also, beginning at the Northwest corner of the Northwest Quarter of Section 36, in Township 12, Range 19, East of the Sixth P.M., thence South 12.273 chains; thence East 8.60 chains; thence South 6.973 chains; thence further South 23 feet 2 inches; thence East 275 feet, thence South 190 feet and ten inches to the center line of Warren Street extended West from said City of Lawrence; thence East 36 feet more or less to a point 13.32 chains East of the West line of said quarter section; thence North parallel with the said west line of said quarter section to the north line thereof; thence West 13.32 chains to the place of beginning, containing 55 acres, more or less.

to secure the payment of \$682.50, due as follows: \$341.25 on the first day of May 1918, \$341.25 on the first day of May, 1919 @ 6% interest.

This mortgage is subject and second to a mortgage to The Farm Mortgage Company to secure the payment of \$6,500.00. The said Mortgagee or assigns may pay any sum

Recorded April 28th 1916. The following is entered in the original instrument.
 The instrument secured by this mortgage has been
 paid in full and the same is hereby canceled
 This 3rd day of April 1918. The Farm Mortgage Company
 By J. B. Lawrence, President
 which record & book stay.
 (Seal)