

insurance shall be held by the part 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 the 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 to 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 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 force and virtue.

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

Nelia Mohatt.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 31 day of May, A. D. Nineteen Hundred sixteen before me, the undersigned, a Notary Public in and for said County and State, came Nelia Mohatt, a widow 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 her 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. My commission expires Feb. 19, 1918. (SEAL) Zella W. Iliff, Douglas County, Kansas.

Recorded July 7th, A. d. 1916, at 9:42 o'clock A.M.

Flora L. Lawrence
Register of Deeds,
Geo. C. Neff
Deputy.

THIS INDEMTURE, Made this 10th day of July in the year of our Lord one thousand nine hundred and sixteen by and between C. W. Sehon and Winnie H. Sehon (his wife) of the County of Douglas and State of Kansas, parties of the first part, and THE STATE SAVINGS BANK, Topeka, Kansas, a Corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Five thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following-described tract, piece or parcel of land, lying and situate in the County of Douglas and State of Kansas, to wit: Beginning at a point fifty-two rods south of the northwest corner of the southwest quarter of Section two (2), Township twelve (12), Range eighteen (18); thence south one hundred eight (108) rods to the southwest corner thereof; thence east one hundred sixty (160) rods to the southeast corner thereof; thence north one hundred sixty (160) rods to the northeast corner thereof; thence west one hundred (100) rods; thence south sixty-two and one-third (62 1/3) rods; thence west sixty (60) rods to the point of beginning, in Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appurtenances therunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST.-Said grantors are justly indebted unto the said party of the second part in the principal sum of Five thousand 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 grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note No. 2460 executed and delivered by the said grantors bearing date July 10 1916 payable to the order of THE STATE SAVINGS BANK, Topeka, Kansas, one year after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 10th days of January and July in each year, and ten per cent per annum after maturity, the installment of interest being further evidenced by two coupons attached to said principal note, and of even date therewith, and payable to the order of said THE STATE SAVINGS BANK, Topeka, Kansas, at its office in Topeka, Kansas.

SECOND.- Said parties of the first part hereby agree 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

Recorded Aug 21 1916
Register of Deeds
Flora L. Lawrence

The following is extracted from the original instrument
James W. Iliff, Notary Public in and for the State of Kansas, Topeka, Kansas, the mortgage within named, was 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 her voluntary act and deed.
Recorded April 20th 1918
Zella W. Iliff, Notary Public in and for the State of Kansas, Topeka, Kansas, at its office in Topeka, Kansas.

State Savings Bank, Topeka, Kansas, a Corporation, party of the second part.