362

Fourth. Said partie of the first part hereby agree to procure and maintain policies of insurance on the buildings eracted and to be erected upon the above described prem-isas, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Five Hundred and no/100 Dollars; loss or noticers of only moregage, to one amount of Five Augured and holder holders, loss if any, payable to the moregages 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 noider 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 st 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 the buildings repaired, or new buildings erected on the aforesaid or may elect to have the bulldings repaired, or new bulldings erected of the sloresaid 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 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 agree ments, 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.

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 weive an appraisement of said real estate and all benefits of the Homestead, Examption 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 parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Charlie Durow Demma Durow

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 19 day of August A.D. Nineteen Hundred Sixteen, before me, the undersigned, a Notary Public in and for said County and State, came Charlie Durow and Demma Durow, his 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.

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. 10, 1918. (SEAL)

Zella W. Iliff, Douglas County, Kansas.

Recorded August 23rd A.D. 1916 at 9:20 o'clock A.M.

ster of Deeds.

This

5

0

State of Kansas, Douglas County, SS. Know All Men By These Presents, That I, Hugh Blair of the county and states Anow All Men by These Fresents, That 1, Hugh Biair of the county and Suite's aforesaid, do hereby certify, that a certain indenture of Mortgage dated 5" October 1914, made and executed by W. C. W. Chandler and wife of the first part, to me, Hugh Blair of the second part, and recorded in the office of the Register of Deeds of Doug-las County, in the state of Kansas, in volume 52 page 392 on the 5" day of October A.D. 1914, is as to Lot number thirty-nine(39) in Addition number ten (10) North Lawrence, Kansas, a part of the city of Lawrence, less the west 128 feet thereof and fronting on Lincoln Street, in Douglas County, Kansas, fully paid, satisfied, released and discharged. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described. .Witness My hand this 23" day of August A. D. 1916.

Hugh Blair

Lawrence legister of Deeds.

State of Kansas, Douglas County, SS. Be it remembered, That on this 23" day of August A.D. 1916, before methe under-signed a Notary Public in and for said County and State, came Hugh Elair who is per-sonally known to me to be the same person who executed the within release, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my seal on the day and year last above written.

Term expires 30" Mah 1920. (SEAL) Jennie Watt, Notary Public, Douglas County, Kansas. Recorded August 24th A.D. 1916 at 9:07 o'clock A.M.