

in collecting ~~XXXXXX~~ 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 collection of the same and payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property immediately.

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 benefits of the Homestead laws of the state of Kansas.

The foregoing conditions being performed, this covenant 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 of performance of any covenant herein contained, the said first parties agree to pay to the said second party and its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from date of default thereof to the time when the money shall be actually paid. Any payments 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.

W. H. Morris (SEAL)
Sarah Morris (SEAL)

State of Kansas, Douglas County, SS.

Be it remembered, That on this 15 day of December A.D. nineteen hundred and Sixteen before me, the undersigned, a Notary Public in and for said County and State, came W. H. Morris and Sarah C. Morris, 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 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'y 10, 1918. (SEAL) Zella W. Iliff, Douglas County, Kansas.

Recorded Dec. 28th A.D. 1916 at 2:56 o'clock P.M.

Floyd L. Lawrence
Register of Deeds
Geo. C. Haged
Deputy.

Know All Men By These Presents, That for and in consideration of the sum of Fifteen Hundred Dollars, to me in hand paid, the receipt whereof is hereby acknowledged, I John W. Swinley of the County of Douglas and state of Kansas, do hereby grant, bargain sell, assign and set over to W. M. Clark, Guardian, of the County of Douglas and State of Kansas, a certain indenture of mortgage executed by Elmer E. Butler and Lora E. Butler of the county of Douglas and state of Nebraska on the 23 day of August A.D. 1913 to the said John W. Swinley on the following described real estate situated in the County of Douglas and state of Kansas, to-wit: Subdv's 2 and 11 less $\frac{1}{2}$ a to Henny, & Subdv 16 all in vacated portion of Prairie City, Sec 8 Twp 15 R 20 containing 60 acres more or less, Also Bg at point 23 4/5 r W of NE Cor of Subd 3; S 58 r 13 1/2 ft; W 21 1/2 r; N 58 r 13 1/2 ft; E 21 1/2 r to beginning in Sec 6 Twp 15 R 20 vacated portion of Prairie City containing 8 a. together with the note therein referred to. Said mortgage was recorded in the office of the Register of Deeds of said County of Douglas and state of Kansas, on the 28 day of Aug. A.D. 1913, at 9:00 o'clock A. M. in book 52 of mortgages page 119, to have and to hold the said note and mortgage and the debt thereby secured, and all the interest conveyed by the said mortgage in and to the lands therein described to the said W. M. Clark, Guardian, heirs, executors, administrators and assigns forever, for his and their sole use and benefit.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of April A.D. 1915
John W. Swinley

State of Kansas, Douglas County, SS.

Be it remembered, That on this 15th day of April A.D. 1915, Before me, Ethel Huff a Notary Public in and for said County and State, came John W. Swinley to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My commission expires Aug. 7, 1915. (SEAL) Ethel Huff, Notary Public.
Recorded Dec. 29th A.D. 1916 at 9:40 o'clock A.M.

Floyd L. Lawrence
Register of Deeds
Geo. C. Haged
Deputy.

Recorded

Dec 2 1916

Excellence of Deeds

Recorded

of January 10, 1918.

Recorded

Recorded

Recorded