

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 Six Hundred 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 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 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 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 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. And the party of the first part hereby agrees that in any suit brought to foreclose this mortgage by the lawful owner thereof, the plaintiff in such suit shall be entitled to collect from the defendant an attorney's fee of five per cent of the principal sum due, and at time suit is filed, as a part of the costs therein.

In Testimony Whereof, The said party of the first part has hereunto subscribed her name and affixed her seal on the day and year above mentioned.

Johanna Lavin, S-al.

State of Kansas Douglas County, SS:

Be It Remembered, That on this 6th day of February A.D. Nineteen Hundred and Seventeen before me, the undersigned a Notary Public in and for said County and State came Johanna Lavin 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, 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.

Myrtle McConnell
Notary Public

My Commission expires Jan 23 1919 Douglas County Kansas.

Recorded on the 7th day of February A.D. 1917
At 2:42 O'clock P.M.

Erville Northrup
Register of Deeds

This Mortgage, Made this Fifth day of February in the year of Our Lord One Thousand Nine Hundred and seventeen by and between Birdie B. Hemphill and Charles W. Hemphill her husband of the County of Leavenworth and State of Kansas parties of the first part and Charles H. Luce of the County of Jackson and State of Missouri, party of the second part,

Witnesseth: That said parties of the first part, for and in consideration of the sum of Thirty One Hundred Thirty-seven and 50/100 (\$3137.50) dollars to them in hand paid by the said party of the second part, the receipt whereof is acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tracts pieces, and parcels of land lying and situate in the County of Douglas and State of Kansas, to-wit: The west Half of the Southwest quarter, and the West half of the east half of said south west quarter of Section one, Township Twelve, South, Range nineteen, containing one hundred twenty acres, less Railroad right of way. Also all that part of the west half of the northwest quarter of said section one, lying south of the U.P. Railroad right of way, containing seven and one half acres. Also beginning at the intersection of the north line of the U.P. Railroad right of way with the west line of the west half of the northwest quarter of said section one, thence north along said line to a point eighteen rods north of said Railroad right of way, thence in a south easterly direction to a point on the east line of said Railroad west half of said northwest quarter to a point twenty rods north of the southeast corner of said half of said northwest quarter, thence south twenty rods to said southeast corner, thence west along the south side of said land to the Railroad right of way; thence along said north line of said Railroad right of way to the place of beginning containing ten acres, all in section one, Township twelve, Range nineteen.

To Have and To Hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit: Whereas, Birdie B. Hemphill and Charles W. Hemphill her husband the said parties of the first part have this day made, executed and delivered to the said party of the second part their two Promissory notes of even date herewith, by which they Promise to pay

Recorded Feb. 2.

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(Copy)

The amount secured by this mortgage has been paid in full and the same is hereby cancelled.

The term Mortgage Trust Company

At St. Paul, Minn.

The following is endorsed on the original instrument: