shall expire, and out of the same to make necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to rederm therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and ase essments unpaid and tax and assessments sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premies insured in accordance with the provisions of this mortgage and the expense of the receivership And it is agreed that the parties of the first part will repay the party of the

second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interests or enforce the rights of said party of the seconD part, and the amounts so paid with interest there on from the time of payment at the rate of ten per centum per annum, shall bedeemed part of the indebt ness secured by this mortgage.

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premites as a homestead underwany law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written. In Presence of

William H. Dodderidge Fannie A. Dodderidge

letelle Morthrup Registeror Deeds,

Gene Welton, Deputy.

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State of Kansas: Morris County:SS: Be It Remembered, that on this 30th day of Aug., A. D. 1917, before the under-signed J. M. Baker, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified personally came William H. Dodderidge and Fannie A. Dodder idge, his wife, who are personally known to me to be the same persont who executed the foregoing instrument of writing, as grantors, and such persons duly and severally acknowledged the execution of the same.

In Tectimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written. J. M. Baker, Notary Public.

(L.S.) Commission expires MCh. 11, 1920.

Recorded on Oct. 18, A. D. 1917 at 10:35 oclock, A. M.

## MORTGAGE.

This Indenture, Made this tweifth day of October, A. D. 1917, between The Lawrence Elks Building Assocation of the County of Douglas and State of Kansas, party of the first part, and The Farmers State & Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of Four Thousand Eight Hundred and no/100 (\$4,800.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey un-to the said party of the second part, its successors and assigns, the following descri-

bed real estate, situate in the County of Douglas and State of Kansas, to-wit: Lot Number Thirty-five (35) and the South Half (1) of Lot Number Thirty-three (33) on Vermont Street in the city of Lawrence in said county and state according to

the recorded plat thereof. To Have and To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns for ever; and the said party of the first part hereby covenants that at the delivery hereof it is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that it will Warrant and De fend the same against the lawful claims of all persons whomsoever,

Provided, However, That if the said party of the first part, shall pay or cause rrounded, nowever, that if the said party of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the prin-dipal sum of Four Thousand Eight Hundred and no/100 ( $\frac{3}{4}$ , 800.00) Dollars on the 12th day of October, A. D. 1918, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 12th days of April and October in each year, toge her with interest at the rate of eight per cent per annum on any installment of int toget erest which shall not have been paid when due, and on said principal sum after the same becomes due, or payable, according to the tenor and effect of a certain promissor note, and ....coupon interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said bank in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represent a just indebtedness and an actual loan from the party of the second part to the party

of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or ss-signs, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this

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