

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgage or assigns, in a sum not less than (\$500.00) FIVE HUNDRED Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness; all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance- fire, tornado, or both - should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Noncompliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him.

Witness our hands this First day of October 1917

Peter Schuman, Sarah Elizabeth Schuman  
Otto Harder, Emma Jane Harder, Theophilus F. Berner, Susana Catherine Berner,  
Frank E. Wuerth, Matilda Catherine Wuerth, Henry Hoch, Mary Elizabeth Hoch.

By E. L. Wuerth,  
(Their Attorney in fact)

STATE OF KANSAS } ss  
Saline County, }

On this 29th day of October 1917, before the undersigned Notary Public, in and for said County and State, personally came Peter Schuman, Sarah Elizabeth Schuman, Otto Harder, Emma Jane Harder, Theophilus F. Berner, Susana Catherine Berner, Frank E. Wuerth, Matilda Catherine Wuerth, Henry Hoch, Mary Elizabeth Hoch,  
By E. L. Wuerth, their attorney in fact,

to me known to be the same persons described in, and who executed the foregoing instrument, and acknowledged the execution of the same.

Witness my hand and notarial seal.

A. E. Halsey

Notary public.

(My Commission expires Dec. 31, 1917.)

(L. S.)  
Recorded November 1, 1917.

1:30 o'clock A. M.

*Estelle Northrup*  
Register of Deeds.  
*Ferne Flood*  
Deputy.

#### MORTGAGE.

This Indenture, Made, this 1st day of October 1917, by and between Peter Schuman and Sarah Elizabeth Schuman, his wife of Douglas County, Kansas; Otto Harder and Emma Jane Harder, his wife of Leavenworth County, Kansas; Theophilus F. Berner and Susana Catherine Berner, his wife of Clay County, Texas; Frank E. Wuerth and Matilda Catherine Wuerth, his wife of Buchanan County, Missouri; and Henry Hoch and Mary Elizabeth Hoch, his wife of Clay County, Kansas, THE CRAVENS MORTGAGE CO., of Salina, State of Kansas, party of the second part.

WITNESSETH, That the Said parties of the first part, for and in consideration of the sum of Thirty Dollars, Mortgage and Warrant to THE CRAVENS MORTGAGE CO., of Salina Kansas, real estate in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot One Hundred and two (102) New Jersey Street, in the city of Lawrence, to secure the payment of \$30.00, due as follows:  
\$ 3.00 on the first day of April 1918 \$ 3.00 on the first day of October 1918.  
\$ 3.00 on the first day of April 1919 \$ 3.00 on the first day of October 1919  
\$ 3.00 on the first day of April 1920 \$ 3.00 on the first day of October 1920  
\$ 3.00 on the first day of April 1921 \$ 3.00 on the first day of October 1921  
\$ 3.00 on the first day of April 1922 \$ 3.00 on the first day of October 1922  
This mortgage is subject and second to a mortgage to THE CRAVENS MORTGAGE CO., to secure the payment of \$600.00.

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, and the amount so paid, for principal of interest or taxes, together with interest thereon at ten per cent. per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

WITNESS OUR HANDS, This 1st day of October 1917. Peter Schuman, Sarah Elizabeth Schuman, Otto Harder, Emma Jane Harder, Theophilus F. Berner, Susana Catherine Berner, Frank E. Wuerth, Matilda Catherine Wuerth, Henry Hoch, Mary Elizabeth Hoch. By E. L. Wuerth, their attorney in fact.

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