But whether the legal holder or holders of this mortgage elect to pay such taxes assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises is as good repair and condition so the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid. Fourth. Said party of the first part hereby agrees to procure and maintain

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 Twelve hundred Dollars; loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insyrance 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 such 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, together with the costs and expenses incurred in colleting said insurance; or may elect to have built 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 more, 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 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 ex-pressly waive an appraisement of said real estate, and all benefit of the Home-

stead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; other-

wise of full force and virtue. IN TESTIMONY WHEREOF, The said party of the first part has hereunto sub-scribed her name, on the day and year above mentioned.

Hattie Osborne

Executed and delivered in presence of W. M. Clark.

No.

Ba

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 14 day of November, A. D. Ninetsen Hundred Seventeen before me, the undersigned a Notary Public in and for said County and State, Hattle Osborne, single, 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. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed

my official seal, on the day and year last above (L.d.) written.

W. M. Clark, Notary Public. Douglas County, Kansas.

My Com. Exp. May 15, 1919. Recorded November 15th, A. D. 1917 At 8:20 o'clock A. M.

Estelle northrufe Register of Deeds Farme Flow. Deputy.

The following is endorsed of the original instrument, which was recorded in Book

POF VALUE RECEIVED, The Merriam Mortgage Company hereby assigns the within Nortgage and debt secured thereby to Carrie L. Powers, Morrisville, Vermont,

November 15, 1917. (Corp. Sul)

THE MERRIAM MORTGAGE COMPANY, By J. C. Harmon, Secy.

State of Kansas, Shawnee County, ss. BE IT REVENEEDED, That on this 15th day of November 1917, before, the under-signed, a Notary Public in and for the County and State aforesaid, came J. C. signed, a Notary rublic in and for the county and State aforesaid, dame J. C. Harmon, Secy. of the Merriam Mortgage Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing assign-ment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act

and deed of said corporpation. IN WITNESS WHEREOF, I have hereunto SubScribed my name and affixed my official seal, the day and year last above written. (Xo) Sidney S. Smith, Notary Public.

Commission expires December 11, 1919. Recorded Nov. 16th, A. D. 1917, At 5:10 Oclock A.W.

Eilel northrup. Register of Deeds Fine Flora. Deputy.