

all the following described real estate; situated in the County of Douglas, and State of Kansas, to-wit:

On LOT #3 in Block #22 of Sinclair's Addition
to the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, together with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are lawfully seized in their own right of an estate in fee simple of and in all and singular the above described premises, with the appurtenances; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever, and that they will warrant and defend the title to said premises unto the said party of the second part, its successors or assigns, against the claims and demands of all persons whomsoever.

Said parties of the first part agree to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

Said parties of the first part agree to keep the buildings erected and to be erected on said premises or any part thereof insured in some insurance company that is satisfactory to the said party of the second part, in the sum of One thousand five hundred (1,500.00) Dollars, and cause the policy for such insurance to be assigned and delivered to the said party of the second part as collateral security.

Now, if the said parties of the first part, their heirs, executors or administrators, shall well and truly indemnify the said party of the second part, its successors and assigns, and keep it always indemnified, from and against any and all loss, liability, costs, damages, attorneys' fees and expenses of whatever nature or kind which the said party of the second part may sustain, incur or be put to, for, or by reason, or in consequence of executing said bonds, in investigating any claim made thereunder, and in defending or prosecuting any action or proceeding which may be brought by or against the said party of the second part in connection therewith, and shall pay annually in advance, on the 18th day of March, as long as liability under said bonds shall continue, the premium or charge of One hundred nineteen and 27/100 (119.27) Dollars on the bond for \$3,642.50, and the premium or charge of Ten (10.00) Dollars, on the bond for \$276., made by the said party of the second part for executing said bonds, and shall fully perform and comply with each and every one of the conditions and agreements herein contained, then this conveyance shall be void, and the said party of the second part shall, upon being furnished with evidence satisfactory to it that all liability under said bonds has terminated, release this mortgage at the cost of the said parties of the first part; but in case of default in indemnifying the said party of the second part as aforesaid, or paying said premiums, or failure to perform or comply with any or either of the conditions or agreements herein contained, then this conveyance shall be and remain in full force and effect and become absolute, and this mortgage may be immediately foreclosed according to the laws as they now are and said premises sold for the payment of the full amount due hereunder, with interest and costs.

It is agreed, that in case said parties of the first part fail to pay said taxes and assessments when due, or fail to keep said buildings insured as herein agreed the said party of the second part may elect to pay such taxes and assessments and insure said buildings, and the sums paid therefor shall bear interest at the rate of ten percent per annum from the time of payment, and be a lien on said premises secured by this mortgage, and collected in the same manner as any sum due hereunder.

It is agreed, that the said party of the second part shall have the right to collect any and all sums of money that may at any time become payable on any policy of insurance assigned as aforesaid as collateral security, and may deduct from said money so collected, the costs and expenses of collecting the same, applying the residue to the payment of any sum due hereunder, or may elect to have the buildings on said premises repaired or new buildings erected thereon, or may deliver any such policy to said parties of the first part, and require them to collect the same at their own risk and expense, and apply the proceeds thereof to the payment of any sum due hereunder and interest.

It is agreed, that after the conditions of the mortgage are broken, the said party of the second part shall be entitled to the immediate possession of said premises, and the rents, issues and profits thereof, to be collected by a duly appointed receiver, or otherwise.

Appraisal waived.

In witness whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Emory F. Hobbs, (SEAL)
Ada B. Hobbs, (SEAL)

State of Kansas,
County of Douglas, SS.

On this 19th day of March A. D. 1918, before me personally Emory F. Hobbs and Ada B. Hobbs, his wife, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed same as their free act and deed.

Rosa Robinson,
Notary Public.

My Commission expires Jan 15, 1922.

(L.S.)

Recorded March 19, 1918.
At 1:30 o'clock P.M.

Estelle Northrup
Register of Deeds,
James Ford
Deputy.