

And the mortgagors authorize the holder hereof to repair any waste, and to take out policies in 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.

Said mortgagors hereby assign to The Liberty Joint Stock Land Bank all rents and incomes derived at any and all times from the property mortgaged to secure said note, and hereby authorize the said bank, at its option, to take charge of said property, collect and receipt for all rents and income, and apply the same on all payments, insurance premiums, taxes, assessments, repairs or improvements necessary to keep the property in tenable condition, or other charges provided for in said note, provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid.

Non-compliance 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 indebtedness, and not obligatory upon him.

Witness my hand this first day of October, 1918.

W. D. Marley,

State of Kansas,)
Douglas County,) ss.

On this... day of October 1918, before the undersigned Notary Public, in and for said County and State, personally came W. D. Marley, a single man, 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.

August H. Fiehler,
Notary Public.

My commission expires Feb. 18, 1922.
Recorded October, 15, 1918,
At 1:40 o'clock P.M.

(L.S.)

Estelle Norchup,
Register of Deeds,
Ferne Flora
Deputy.

ASSIGNMENT.

For value received, I hereby sell, transfer and assign to William S. Ward, all my right, title, and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by D. L. Brown and Mrs. Claude H. Brown to L. C. Cannon, which mortgage is recorded in Book 57 of Mortgages, Page 115, in the office of the Register of Deeds in Douglas County, Kansas, and assigned to me, & assignment recorded in book 57 page 116 said records of Douglas County, Kansas.

In witness whereof, I have set my hand this 21st day of October 1918.

Flora Cannon,

State of Kansas,)
County of Douglas,) ss.

Be it remembered, that on this 21st day of October 1918, before me, a Notary Public in and for said County and State, came Flora Cannon to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

E. J. Hilkey,
Notary Public.

My commission expires September 15th 1922.

(L.S.)

Recorded October 21, 1918,
At 11:50 o'clock A.M.

Estelle Norchup,
Register of Deeds,
Ferne Flora
Deputy.

Recorded

File

18th 1920

18th 1920

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