

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 sum responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of twenty five hundred \$2500.00 Dollars; loss, if any, payable to the mortgagee or his assigns, And it is further agreed that every such policy of insurance 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 collecting said insurance; or may elect to have 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 money, 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 expressly waive an appraisalment of said real estate and all benefit of the homestead Exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In testimony whereof, the said party of the first part has hereunto subscribed his name, on the day and year above mentioned.

State of Kansas, Franklin County, ss.

Joseph H. Dyer,

Be it remembered, that on this 8th day of January A.D. nineteen hundred nineteen before me, the undersigned, a Notary Public in and for said County and State, came Joseph H. Dyer (a single man) 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 his 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 written.

My commission expires Feb. 7, 1920.

(L.S.)

M. A. Keen,
Franklin County, Kansas.

Recorded Feb. 17, 1919, .

At 9:05 o'clock A.M.

Estelle Northrup,
Register of Deeds,
Lena Flora,
Deputy.

ASSIGNMENT.

The following is endorsed on the original, Book 50 Page 395.

For and in consideration of One Dollar & other considerations Dollars to us in hand paid, the receipt of which is hereby acknowledged, we the mortgagees within named, do hereby assign and transfer to C. H. Tucker or his assigns the note by the foregoing mortgage secured, and do hereby assign and transfer to the said C.H. Tucker all our right, title and interest to the lands and tenements in said mortgage mentioned and described.

In witness whereof, we have hereunto set our hands and seal at Lawrence in the County of Douglas and state of Kansas, this 24 day of Nov. A.D. 1916.

Samuel Churchbaugh, Trustee,
William Churchbaugh, Trustee,

State of Kansas, }
Douglas County, } ss.

Be it remembered, that on this 24th day of Nov. A.D. 1916 before me, A.F. Flinn a Notary Public in and for said County and state, came Samuel Churchbaugh, trustee and William Churchbaugh, trustee to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution, of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

A. F. Flinn,
Notary Public.

My commission expires April 10, 1919.

(L.S.)

Recorded Feb. 17, 1919, .

At 4:50 o'clock P.M.

Estelle Northrup,
Register of Deeds,
Lena Flora,
Deputy.

Reg. Fee. # 1547
Doc. # 1251