

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 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 mortgage indebtedness, and not obligatory upon him.

Witness our hands this first day of April 1919.

Roy V. Vance,  
May Vance,

State of Kansas, )  
(Sage County, ) ss.

On this 12 day of April 1919, before the undersigned Notary Public, in and for said County and State, personally came Roy V. Vance and May Vance, his wife, 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.

My commission expires Nov. 24, 1921.  
Recorded May 1st 1919,  
At 10:50 o'clock A.M.

(L.S.)

J. A. Cordts,  
Notary Public.

Edith Northrup,  
Register of Deeds,  
Sime Clara,  
Deputy.

MORTGAGE.

This indenture, made this 3rd day of May, 1919, between William A. Dunn and Elizabeth Dunn, his wife, both of the City of Lawrence, County of Douglas, State of Kansas, parties of the first part, and the Fidelity and Deposit Company of Maryland, a corporation of the state of Maryland, party of the second part,

Whereas, at the special instance and request of the said parties of the first part and upon the express condition that this mortgage of indemnity be given, the said party of the second part has executed, or is about to execute, a certain bond in the penalty of Four thousand four hundred and thirty four (4,434.00) Dollars, dated, or to be dated on or about the 3rd day of May, 1919, in favor of Appanoose Rural High School #3, Pomona, Kansas, on behalf of William A. Dunn, conditioned for furnishing the labor only, on the construction of school building, as shown by the contract and drawings and specifications prepared by Geo. P. Washburn & Son, Architects, Ottawa, Kansas; also, a certain other bond in the penalty of Four thousand hundred and thirty four (4,434.00) Dollars, dated or to be dated on or about the 3rd day of May, 1919, in favor of the State of Kansas, on behalf of William A. Dunn, and conditioned for the payment of all bills for labor and material used in the work mentioned,

Now, therefore, this indenture witnesseth, that the said parties of the first part in consideration of the premises and of the sum of One Dollar in hand paid, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all the following described real-estate, situated in the County of Douglas and State of Kansas, to-wit: All that lot and parcel of land,

Commencing at a point in Locust Street in North Lawrence, Douglas County, Kansas: twenty rods south of, and thirty-nine (39) rods six and a half (6 1/2) feet east of the Northwest corner of the northwest quarter (1/4) of south west Frac. Quarter (1/4), Section twenty-nine (29) Township Twelve (12) Range Twenty (20) East of 6th P.M.; thence west sixty (60) feet; thence North ten (10) rods; thence east sixty (60) feet; thence south ten (10) rods to place of beginning;

Also, all that lot and parcel of land commencing at a point in Locust Street in the City of Lawrence, Douglas County, Kansas, 20 rods South and 39 rods 6 1/2 feet east of N.W. Corner of N.W. 1/4 of S.W. 1/4, Section 29, Twp. 12, Range 20; thence running west 60 feet; thence north 10 rods; thence East 60 feet thence south 10 rods to place of beginning,

Also, that lot and parcel of land described as follows: commencing at a point on the North line of Locust Street in North Lawrence, in the City of Lawrence, Douglas County Kansas, being the southwest corner of a small tract of land deeded by S. K. Hook and wife to W. A. Dunn, recorded in Deed Book 97 Page 120, of the records of the said Douglas County, thence in a Westerly direction along the north line of Locust Street 50 feet, thence North 330 feet more or less to the south line of maple street, thence in an Easterly direction along the south side of Maple Street 50 feet to the Eastern boundary of the land owned by S. K. Hook, thence south 330 feet more or less to the place of beginning,

The following is enforced on the original instrument

Recorded November 19, 1923  
Sime Clara, Register of Deeds  
Consideration of the payment of One (\$100) Dollar and other good and valuable consideration. Receipt of which is hereby acknowledged by the Fidelity and Deposit Company of Maryland, does hereby release the within Mortgage dated May 3rd and 11th executed by William A. Dunn and Elizabeth Dunn, his wife, and interest thereon to the Fidelity and Deposit Company of Maryland and authorized this release to be signed by its President and attested by its Secretary. The parties of the first part hereby agree to pay the principal of \$100.00 and interest thereon at the rate of 10% per annum, to the Fidelity and Deposit Company of Maryland, on or before the 1st day of May, 1924.  
(Copy Seal)

For Payment of Deed Book 97 Page 121