

Both principal and interest being payable at the office of the Liberty Joint Stock Land Bank, in Salina, Kansas. If said mortgagors shall pay the aforesaid indebtedness both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien; and further to pay any recording fee or tax, or any tax or assessment or charge that may be levied assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagors or assigns, in a sum not less than Dollars, payable in case of loss to mortgagors or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagors or assigns as soon as written, and by them retained until the payment of this obligation. 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 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 mortgage indebtedness, and not obligatory upon him.

Witness my hand this first day of June 1919.

F. E. Conner,

Executed and delivered in presence of

State of Kansas,)
Osage County,) ss.

On this 9th day of June 1919, before the undersigned Notary Public, in and for said County and State, personally came F. E. Conner, a single man, to me known to be the same person described in, and who executed the foregoing instrument, and acknowledged the execution of the same.

Witness my hand and notarial seal.

J. W. Watkins,

My commission expires Aug. 9th, 1920.

(L.S.)

Notary Public.

Recorded June 16th, 1919, .

At 8:35 o'clock A.M.

Estelle Norschup
Register of Deeds,
Samuel Flood
Deputy.

PARTIAL RELEASE.

Know all men by these presents, that in consideration of part payment of the debt secured by a mortgage by Mildred Rooney Brett and Lawrence Brett dated the first day of June, 1917, which is recorded in book 56 of Mortgages, page 55, of the records of Douglas County, Kansas, part satisfaction of such mortgage is hereby acknowledged and the same is hereby released, only as to lot No. 96 on Rhode Island Street, balance security described in above mortgage remains in full force.

Dated this 16th day of June A.D. 1919.

State of Kansas,) Merchants Loan & Savings Bank, Lawrence
(Cor. Seal) C. W. McKeen, Vice President.
Douglas County,) ss.

Be it remembered, that on this 16th day of June A.D. 1919 before me, F. C. Whipple a Notary Public in and for said County and State, came C. W. McKeen as Vice President Merchants Loan & Savings Bank, Lawrence, to me personally known to be the same person 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.

F. C. Whipple,
Notary Public.

My commission expires Jan. 27, 1923.

(L.S.)

Recorded June 16, 1919, .

At 10:55 o'clock A.M.

Estelle Norschup
Register of Deeds,
Samuel Flood
Dep.