

payable, according to the tenor and effect of a certain promissory note, and ten coupon interest notes hereto attached bearing even date herewith, executed by said party of the second part or its order at the office of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the party of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenant and agree to pay all taxes, general or special, which may be assessed upon said land, premises or property; also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$..... in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In witness whereof, The said party of the first part has hereunto set his hand the day and year first above written.

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

L.L. Phillips,

On this 29th day of April A.D. 1919, before me, the undersigned, a Notary Public in and for said County and State, personally appeared L. L. Phillips, a widower to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

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

My commission expires July 19, 1922.
Recorded July 24, 1919,
At 11:30 o'clock A.M.

(L.S.)

Geo. L. Kreeck,
Notary Public.

Estelle Worchup,
Register of Deeds,
James Flood
Deputy.

ASSIGNMENT.

This Instrument, Made this 16th day of October, 1915. Between Frank H. Hamlin, of Canandaigua, New York, and Mary D. Wright, of Rochester, New York, as Trustees for Marian H. Wright, of the first part, and C. H. Tucker of the second part,

Witnesseth, that the parties of the first part, for a good and valuable consideration to them in hand paid by the said party of the second part, have sold, assigned, transferred and conveyed, and do hereby sell, assign, transfer and convey to the party of the second part, a certain Mortgage, bearing date the 23rd day of November, 1905, made by Oliver P. Barber and Fannie B. Barber, his wife, to WM. T. Sinclair, and thereafter duly assigned by said Sinclair to said first parties, recorded in the Register of Deeds' office of Douglas County, State of Kansas in Liber 43 of Mortgages at page 72, on the 27th day of November, 1905, at 10:40 o'clock A.M. together with the note accompanying said Mortgage and therein referred to, and all sums of money due and to grow due thereon.

Said mortgage now covering Lot Number One Hundred and Thirty-two (132) on Tennessee Street, in the City of Lawrence, Douglas County, Kansas, and excepting from the premises described in said mortgage lot number one hundred and thirty (130) on Tennessee Street, in said City of Lawrence, which last named lot was heretofore duly released from the lien of said mortgage. This assignment is made without recourse as against said first parties.

The following is indexed on the original instrument.