

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 mortgagee or assigns, in a sum not less than.....Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee 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 our hands this First day of September 1919.

Executed and delivered in presence of

L. H. Bowman,
May Bowman,

State of Kansas,)
Osage County,) ss.

On this 2nd day of September 1919, before the undersigned Notary Public, in and for said County and State, personally came L. H. Bowman and May Bowman, 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 Apr. 24, 1923.

(L.S.)

M. Martin,
Notary Public.

Recorded September 3, 1919, *
At 2:20 o'clock P.M.

(Seal shows Franklin Co.)

Estelle Northrup,
Register of Deeds,
Terre Haute, Ind.
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument, Book 52 page 410.

Know all men by these presents, that C. E. Collins Douglas County, in the State of Kansas the within named mortgagee, in consideration of Twenty two hundred and... Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, do hereby sell assign, transfer, set over and convey unto Farmers State and Savs. Bank heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained:

To have and to hold the same forever, subject, nevertheless to the conditions therein named.

In witness whereof, The said mortgagee has hereunto set his hand this 27th day of Feb. 1915.

Executed in presence of
State of Kansas,)
Douglas County,)

C. E. Collins,

Be it remembered, that on this 27 day of February A.D. 1915 before me Geo. L. Kreeck a Notary Public in and for said County and State, came C. E. Collins, a single man 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.

My commission expires Jan'y 19, 1918.
Recorded September 6th, 1919,
at 2:10 o'clock P.M.

(L.S.)

Geo. L. Kreeck,
Notary Public.

Estelle Northrup
Reg. of Deeds. Terre Haute, Ind.