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, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage

And the said party of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and ... in insurance companies acceptable to the said party of the second part, its successors or assignes, and assign and deliver to it or them all policies of insur-ance on said buildings, and the renevals 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 assess-ments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured. sum hereby secured.

And the said party of the first part do further covenant and agree that in case of 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 covenants of agreements herein contained, then, or an 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 entit led to the immediate possession of said premises, and may proceed to forelose this mortgage; and in case of forelosure, 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 have hereunto set their hands the day and year first above written.

Lemon C. Eaker, Lola R. Eaker,

State of Kansas, County of Douglas,) ss.

454

On this 15th day of March A.D. 1920, before me, a Notary Public, in and for said County, personally appeared Lemon C. Baker and Lola R. Baker, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal, the day and year last above written.

My commission expires September 15, 1922.

(L.S.)

Recorded Mar. 15, 1920, At 11:50 o'clock A.M.

stelle Norchruk, Firmer Flora. Deputy.

E. J. Hilkey, Notary Public.

ASSTONMENT.

For value received, we hereby sell, transfer and assign to The Kansas City Life Insurance Company the certain Mortgage and the debt thereby secured, made by Floyd E. Childs and Lila E . Childs, his wife, to the Davis Wellcome Mortgage Company, of Topeks, Kansas, dated the 2nd day of October 1919, and recorded in Book 57 of Mortgages, at page 346 of the records of Douglas County, Kansas. Witness our hand and corporate seal, this 23d day of October, 1919.

(Cor. Seal)

THE DAVIS WELLCOME MORTGAGE COMPANY.

State of Kansas, Shawnee County, ss.

By Dana L. Davis,

Vice Pres.

On this 23d day of Cctober, 1919, before me, a Notary Public in and for said County, came The Davis Wellcome Mortgage Company, by Dana L. Davis its Vice Pres. to me personally known to be the Vice Pres. of said Company, and the same person who executed the above assignment, and duly acknowledged the execution of the same, for and in behalf of said Company.

Witness my hand and seal, the day and year last above written. My commission expires May 7th, 1921.

(1.5.)

Recorded March 16, 1920, . At 10:35 o'clock A.M.

Margaret I. Rust Notary Public. Estelle Norchrake Register of Deeds,

Serne Hlora. Deputy.