

loss, if any, payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder of holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repair or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth, in case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said parties agree to pay to the said second party and his assigns, interest at the rate of 8 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. And payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 8 per cent. per annum.

In testimony whereof, the said parties of the first part have hereunto subscribed their name and affixed their seal on the day and year above mentioned.

Executed and delivered in presence of

E. J. Hilkey, (Seal)
Ada R. Hilkey, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, tha on this 5th day of May A.D. nineteen hundred and twenty, before me, the undersigned, a Notary Public in and for said County and state, came E. J. Hilkey and Ada R. Hilkey, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

S. A. Wood,
Notary Public, Douglas County,
Kansas.

My commission expires Apr. 10, 1921. (L.S.)

Recorded May 7, 1920,
At 10:50 o'clock A.M.

Estelle Poushupf.
Register of Deeds,
S. A. Wood,
deputy.

AMORTIZATION MORTGAGE (KANSAS)

This Indenture made this 3rd day of November 1919, between S. H. Gray and Ida Gray, his wife, of the County of Douglas and State of Kansas Parties of the first part, and the Federal Land Bank of Wichita, of Wichita, Kansas, party of the second part,

Witnesseth; that said parties of the first part for and in consideration of the sum of Fifty-eight Hundred (\$5800) Dollars in hand paid, by party of the second part, receipt of which is hereby acknowledged, have granted, bargained and sold and do by these presents grant, bargain sell, and convey to the said party of the second part, all herein described real estate, lying and situate in the County of Douglas and State of Kansas, to wit:

The southwest quarter (SW $\frac{1}{4}$) of Section Eighteen (18), in Township Fifteen (15) South, of Range Twenty (20) East of the Sixth Principal Meridian (less a tract of land consisting of 20 acres, described as follows; beginning at the Northeast Corner of said Quarter Section, Township and Range; thence West 106 rods; thence South 30 rods, 3 feet; thence East 106 rods; thence North 30 rods; 3 feet to the place of beginning, and 20 acres on the east side of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirteen (13). Township Fifteen (15) South, of Range Nineteen (19) East of the Sixth Principal Meridian, more particularly described as follows; Beginning at the Southeast Corner of said Quarter Section, Township Range, thence North 160 rods; thence West 20 rods; thence South 160 rods; thence East 20 rods to the place of beginning, containing in all 157 acres of land, more or less, according to the Government survey thereof.

Together With the privilege and appurtenances thereunto belonging, or in anyway appertaining.

The said parties of the first part do hereby covenant and agree with said party of the second part, to be now lawfully seized of said premises; and to now have good right to sell or convey the same, and that the same are free of all encumbrance, and warrant the title to the same.