

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and if not so paid the said party of the second part of the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes and assessments, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 7 percent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes or assessments, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said party of the first part hereby agrees 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.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

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

In testimony whereof, the said party of the first part has hereunto subscribed his his name, on the day and year above mentioned.

Executed and delivered in presence of  
C. W. McKeen, Lawrence Kansas.

Paul M. Gilmer,  
Emily D. Gilmer,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 6 day of July A.D. 1920 before me, the undersigned, a Notary Public in and for said County and State, came Paul M. Gilmer and Emily D. Gilmer who are personally known to me to be the identical person 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 witness whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year above last written.

My commission expires Dec. 17, 1922. (L.S.) Douglas County, Kansas. C. W. McKeen,

Recorded Aug. 6, 1920, ,  
At 4:05 o'clock P.M.

Estelle Northrup  
Register of Deeds,  
Tenn. Fla.  
Deputy.

### ASSIGNMENT.

The following is endorsed on the original instrument in Book 55 page 415.

Know all men by these presents, that The Lawrence National Bank of Lawrence, Kansas by I. J. Meade Vice President Douglas County, in the State of Kansas, the within named mortgagee in consideration of eighteen hundred and no/100 Dollars to them in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Louis Bergman 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 their hand this 16 day of May 1917.

Executed in presence of \_\_\_\_\_ (Cor. Seal)      The Lawrence National Bank,  
By I. J. Meade, Vice Pt.

State of Kansas, )  
Douglas County, ) ss.

Be it remembered, that on this 16 day of May A.D. 1917 before me Geo. W. Kuhne a Notary Public in and for said County and State, came I. J. Meade Vice President of the Lawrence National Bank 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 set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 25, 1918. (L.S.) Notary Public.

Recorded Aug. 10, 1920, at  
at 11:00 O'clock A.M.

Estley Norcross,  
register of Deeds,  
Ferns Flora  
Deputy

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Recorded

Register of Deeds  
Feldt & Ellman