

interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said party of the first part, her heirs and assigns, and all persons claiming under her, at which sale, appraisal of said property is hereby waived by said party of the first part, and all benefits of the Homestead, exemption and Stay Laws of the State of Kansas are hereby waived by said party of the first part, And the said Party of the first part shall and will at her own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount ofDollars, for the benefit of the said party of the second part or her assigns; and in default thereof said party of the second part may at his option effect such insurance in her own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 6 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured,

And the said party of the first part hereby covenants and agrees that at the delivery hereof said Lola B. Brown, is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance except as above stated that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns forever; against the lawful claim of all persons whomsoever.

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

Executed and delivered in presence of

Lola B. Brown,

State of Missouri,)
County of Jackson,) ss.

Be it remembered, that on this 1st day of October A.D. 1921, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Lola B. Brown, a single person who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of same.

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

Term expires Jan 10th, 1925.

(L.S.)

Jacob G. Wine,
Notary Public.

Recorded Oct. 8, 1921,
At 11:15 o'clock A.M.

Edwin Northrup
Register of Deeds,
Jennie Watt
Deputy.

ASSIGNMENT.

The following is endorsed on the original instrument recorded in book 61 page 208.

Know all men by these presents, that Merchants National Bank of Lawrence in the County of Douglas and State of Kansas, the with-named mortgagee, in consideration of the sum of Twenty Five Hundred Dollars, to them in hand duly paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and convey unto Harry Fisher, of Lawrence in the State of Kansas, heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory-note, debts and claims thereby secured, and the covenants therein contained; To have and to hold the same forever; subject, nevertheless, to the conditions therein contained.

In witness whereof, the said mortgagee has hereunto set their hand, this 8th day of October, 1921.

Executed in presence of

(Cor. Seal)

Merchants National Bank,
By F. C. Whipple,
Cashier.

State of Kansas, Douglas County, ss.

Be it remembered, that on this 8th day of October, A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came F. C. Whipple, Cashier to me personally known to be the same person who executed the foregoing instrument of writing, and such person 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 30th Mch 1924.

(L.S.)

Jennie Watt,
Notary Public.

recorded Oct. 8, 1921,
At 3:25 o'clock P.M.

Edwin Northrup
Register of Deeds,
Jennie Watt
Deputy.