

will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make

the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written

Edward F Johnson (Seal)
Laura M Johnson (Seal)

State of Kansas)
County of Douglas) ss

Be it remembered, that on this 2nd day of March A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Edward F. Johnson and Laura M. Johnson his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

C.F. Richards
Notary Public, Douglas County, Kansas
Term Expires April 4th 1922

Recorded March 4, 1922
At 2:40 o'clock P.M.

Edwin Northrup
Register of Deeds
Lynn Backus
Deputy

MORTGAGE

This Mortgage, made this 27th day of February 1922, by Edward F. Johnson and Laura M. Johnson, his wife, of the County of Douglas, and State of Kansas, parties of the first part to THE DAVIS-WELLCOME MORTGAGE COMPANY, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part;

Witnesseth, That said parties of the first part, in consideration of the sum of Two Hundred Seventy Five Dollars to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant Bargain, Sell and convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to wit:

*The following is entered on the original instrument—
Mortgage recorded by this mortgage two days past in force, and the same is hereby cancelled, this 2nd day of March, 1922.
C.F. Richards
Notary Public, Douglas County, Kansas
Term Expires April 4th 1922
Recorded Dec 13-1924
C.F. Richards
Notary Public, Douglas County, Kansas
Term Expires April 4th 1922
Edwin Northrup
Register of Deeds
Lynn Backus
Deputy*