

profits thereof, and the said first party shall not be entitled to any offsets against the sums secured for taxes or assessments so paid.

Third. Said parties of the first part hereby agree 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 parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Two Thousand Dollars, loss, if any, payable to the mortgagee or 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 or 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 repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder 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 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 parties of the first part, for said consideration, do hereby expressly waive an appraisement of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

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 first parties agree to pay to the said second party and her assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any 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 ... per cent per annum.

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

Executed and delivered in the presence of

Geo. H. Henry, (Seal)
Gertrude Henry, (Seal)

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 28th day of January A.D. nineteen hundred and twenty-two before me, the undersigned, a Notary Public in and for said County and State, came George H. Henry and Gertrude Henry, 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 of the day and year last above written.

Wilma Wright, ---

My commission expires January 11, 1926. (L.S.) Shawnee County, Kansas.

Recorded March 28, 1922, .

At 9:20 o'clock A.M.

MORTGAGE.

THIS INDENTURE, Made this 24th day of March A.D. 1922, by and between George L. Claar and Anna M. Claar, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Five Thousand and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do-- by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The Northwest Quarter of Section Six (6) Township Twelve (12) Range Eighteen (18), excepting a tract of land beginning at the Northeast corner thereof, thence South Twenty Eight and One Half (28½) rods, thence West Eighty Four (84) rods, thence North Twenty Eight and One Half (28½) rods, thence East Eighty Four (84) rods to place of beginning; Also the West Half of the Southwest Fractional Quarter of Section Thirty One (31) Township Eleven (11) Range Eighteen (18); all East of the Sixth Principal Meridian and containing, in the aggregate, One Hundred Eighty Three (183) Acres, more or less.

For Release/See Next Page.