

Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisalment waived.

Witness our hands this 21st day of June 1922.

Leo F. Smith,  
Blanche M. Smith,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 22 day of June A.D. 1922 personally appeared before the undersigned, a Notary Public in and for said County Leo F. Smith & Blanche M. Smith, who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

Witness my hand and notarial seal, the day and year last above written.

My commission expires Sept. 9th, 1924.

(L.G.)

Frank I. Carter,  
Notary Public.

Recorded June 23, 1922,  
At 11:00 o'clock A.M.

*Estlin Northrup Duffie,*  
Register of Deeds,  
*John Buckner,*  
Deputy.

#### MORTGAGE.

This indenture, Made this 16th day of June in the year of our Lord one thousand nine hundred and twenty two by and between D. C. Farmer, a single man, of the County of Douglas and State of Kansas, party of the first part, and G. F. Carson Company, a corporation organized under the laws of the state of Illinois, party of the second part;

Witnesseth, that the said party of the first part, for and in consideration of the sum of Three Thousand and no/100 Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and its successors and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit:

The East Half ( $\frac{1}{2}$ ) of the South east quarter ( $\frac{1}{4}$ ) of Section Number Twenty Three (23) Township Number Thirteen (13), Range Number Eighteen (18), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second to its successors heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he 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 incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part its successors and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said party of the first part is justly indebted unto the said party of the second part in the principal sum of Three thousand and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said party of the first part and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, 65155 executed and delivered by the said party of the first part bearing date June 16th, 1922, payable to bearer July First 1927 after date at Office Of G. F. Carson Company, Peoria, Illinois with interest thereon from date until maturity at the rate of  $6\frac{1}{2}$  per cent per annum, payable semiannually, on the first days of January and July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to bearer at the office of G. F. Carson Company, at Peoria, Illinois.

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 insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part, or 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, assessments and insurance premiums; 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 ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, 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 said premises until the note hereby secured is fully paid.

Fourth. Said party of the first part hereby agrees 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 Six Hundred Dollars, less, if any, payable to the mortgagee or its 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

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