

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 or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth. 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 become 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 party of the first part, for said consideration, does hereby expressly waive an appraisalment 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 party agrees to pay to the said second party and its 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 ten percent per annum.

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

D. C. Farmer, (Seal)

State of Kansas, 20 Douglas County, ss.

Be it remembered, that on this 20 day of June, A.D. nineteen hundred and twenty-two before me, the undersigned, a Notary Public in and for said County and State, came D. C. Farmer a single man, who is personally known to me to be the identical person described in and who execution the foregoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C. E. Hosford,

My commission expires June 24, 1922. (L.S.) Douglas County, Kansas.

Recorded June 26, 1922, .

At 8:45 o'clock A.M.

*Estelle Mathias Duffies*  
Register of Deeds,  
*Herold Buckman*  
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 Twenty-three Hundred 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 to 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 West half ( $\frac{1}{2}$ ) of the southeast 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 part, and 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 indefensible 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 twenty-three Hundred and no/100

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