

In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to pay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than Thirteen Hundred.....DOLLARS, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance-fire, tornado, or both--should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Said mortgagors hereby assign to KANSAS CITY JOINT STOCK LAND BANK all rents and incomes derived at any and all times from the property mortgaged to secure said note, and hereby authorize the said bank, at its option, to take charge of said property, collect and receipt for all rents and income, and apply the same on all payments, insurance premiums, taxes, assessments, repairs or improvements necessary to keep the property in tenable condition, or other charges provided for in said note, provided said amortization payments are in arrears.

This assignment of rents and incomes to continue in force until the amount of this mortgage is fully paid.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt, shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him.

Witness our hands this First day of October 1922.

Executed and delivered in presence of

Paul B. Winter
Maude G. Winter.

STATE OF KANSAS ,)
Douglas County,) SS.

On this 27th day of October 1922, before the undersigned Notary Public, in and for said County and State, personally came Paul B. Winter and Maude G. Winter, his wife to me known to be the same persons described in, and who executed the foregoing instrument, and duly acknowledged the execution of the same.

Witness my hand and notarial seal.

(L.S.) A.P. McClanahan
Notary Public.

(My Commission expires Apr 20, 1925.)

Recorded Oct., 28th 1922.

At 9:35 o'clock A.M.

Estelle Parkrup Duffer
Register of Deeds

G. Babbitt
Deputy.

MORTGAGE.

This Indenture, Made and executed this eleventh day of October 1922 by Bernice A. Anderson and Harry E.A. Anderson, her husband, of the State of Oklahoma; Corina F. Vausbinder and Charles H. Vausbinder her husband, and Edward P. Harris, Unmarried, of Douglas County, Kansas, parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY of Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said parties for and in consideration of the sum of NINE HUNDRED..... (\$900.00).....DOLLARS, paid by the said parties of the second party, the receipt of which is hereby acknowledged, MORTGAGE and WARRANT unto the said second party, its successors and assigns, forever, the certain tract or parcel of real estate, situated in DOUGLAS County, Kansas, described as follows, to-wit:

The Southeast quarter of section Thirty-one (31), Township Eleven (11) Range Eighteen East of the Sixth Principal Meridian, containing One Hundred and Sixty (160) acres, more or less.

And whereas the mortgage herein is the owner and holder of a prior mortgage upon the premises herein described, Mortgage Records of Douglas County, State of Kansas, it is agreed by the parties hereto that failure on the part of the Mortgagors, to comply with the conditions, either of this mortgage or of the aforesaid prior mortgage, shall, at the option of the mortgagee, make both mortgages immediately due and payable, and said mortgagee shall thereupon be entitled to foreclose both of said mortgages.

To secure the payment of a DEBT evidenced by certain promissory note of even date herewith signed by Bernice A. Anderson, Harry E.A. Anderson, Corina F. Vausbinder, Charles H. Vausbinder and Edward P. Harris of said parties, and payable to the said second party, at its Home Office in Cincinnati, Ohio, more fully described as follows:

One principal note for the sum of Nine Hundred.....DOLLARS,

See Notary Public