

collection of the said indebtedness. 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 Three Thousand (\$3,000) DOLLARS, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto the 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 income 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 thereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due, 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:

George R. Liston  
Margery C. Liston

Executed and delivered in presence of

STATE OF KANSAS, )  
Douglas County, )

On this 22nd day of November 1922, before the undersigned Notary Public, in and for said County and State, personally came George R. Liston and Margery C. Liston, his wife to me known to be the same persons described in, and who executed the foregoing instrument, and acknowledged the execution of the same.

Witness my hand and notarial seal:

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

(My Commission expires Apr 20, 1925)

Recorded November 23rd, 1922.  
At 8:45 o'clock A.M.

Estelle Northrup Duffer  
Register of Deeds  
C. T. Babbitt  
Deputy.

KANSAS REAL ESTATE MORTGAGE.

In consideration of One Thousand Eight Hundred and no/100, (\$1,800) DOLLARS D.C.O'Neal and Lucy E.O'Neal, his wife of Douglas County, State of Kansas, mortgagors, hereby grant, bargain, sell, convey and mortgage unto KANSAS CITY JOINT STOCK LAND BANK of Kansas City, Missouri, a Corporation organized and existing under an Act of Congress of the United States of America known as the Federal Farm Loan Act, with its principal office in Kansas City, in the County of Jackson, State of Missouri, mortgagor, the following described real estate situated in said Douglas County, Kansas, to-wit:

The North Fifty-three and one third (53 1/3) acres of the South west quarter (SW 1/4) of Section Twenty-four (24) Township Thirteen (13), Range Nineteen (19).

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors D.C.O'Neal and Lucy E.O'Neal, his wife are justly indebted unto said mortgagee in the principal sum of One Thousand Eight Hundred and no/100 Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable with interest at the rate specified in and according to the tenor and effect of the certain promissory note executed by said mortgagors, of even date herewith, payable to the order of said bank, both interest and principal being payable on an amortization plan in Sixty-Six semi-annual

For Release See Book 79 Page 299.  
This mortgage was filed Nov. 27, 1922.  
And assigned to First Trust Co. of Kansas City, Mo. Page 340.