

at the rate of 10 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 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 Four Thousand Dollars; loss, 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 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 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 assign to the said party of the second part, its successors and assigns, the rents and income arising at any and all times from the aforesaid mortgaged premises, and do hereby authorize said party of the second part, its successors and assigns, at its option, to take possession of the said premises, collect and receipt for all rents and income and apply the same to the payment of interest, insurance premiums, taxes, assessments, principal payments, repairs or improvements necessary to keep said property in a tenable condition, or any other charges provided for in this mortgage, provided said payments or charges are in arrears.

It is also agreed that the taking of possession shall in no manner prevent or retard the said second party in the collection of said sums by foreclosure or otherwise.

Sixth. Said parties of the first part hereby agree that if the makers 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, when the same becomes due, or to conform to 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 appraisalment of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Irwin B. Kraft  
Rose Kraft.

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 6 day of March, A. D. Nineteen Hundred 23 before me, the undersigned, a Notary Public in and for said County and State, came Irwin B. Kraft and Rose Kraft, 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

L. S

C. A. Sterling  
Notary Public

Term expires Jan. 19, 1924

Recorded March 9, 1923

At 8:20 o'clock A. M.

Joe B. Wellman  
Register of Deeds  
Joe Wellman  
Depdy.

#### Second Mortgage

THIS INDENTURE, Made this 3rd day of March 1923 between Dora A. Brian and H. I. Brian, her husband, of Logan County, in the State of Kansas of the first part, and Lawrence National Bank of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-five Hundred & No/100 (\$2500.00) DOLLARS, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit: The Northwest Quarter (NW 1/4) of Section Twenty-Four (24), Township Twelve (12), Range Eighteen (18).

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:

For Release  
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