

ment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the 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 repay 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 Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness. 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 come, and 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 hereof, 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 1923

Executed and delivered in presence of

E. G. Steele
Amelia J. Steele.

STATE OF KANSAS)
SS
DOUGLAS COUNTY)

On this 9th day of October 1923, before the undersigned Notary Public, in and for said County and State, personally came E. G. Steele and Amelia J. Steele 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.
L. S.

A. McClanahan
Notary Public.

RECORDED OCTOBER 9 1923
AT 1:30 o'clock P. M.

(My Commission expires Apr. 20 1925)

Jess E. Wellman
Register of Deeds.
Jess E. Wellman
Deputy.

MORTGAGE.

THIS INDENTURE, Made this 5th day of October in the year of our Lord nineteen hundred Twenty Three between Ralph W. Gilman and Pearl C. Gilman his wife, of Baldwin in the County of Douglas and State of Kansas of the first part, and R. E. Hoskinson of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$ Two Thousand Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit: The North Sixty (60) feet of Lots Eighty One (81), Eighty Three (83) and Eighty five (85) on Baker Street, Baldwin City with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Ralph W. Gilman and Pearl C. Gilman do hereby covenant and agree that at the delivery hereof they are 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. This grant is intended as a mortgage to secure the payment of the sum of Two Thousand Dollars, according to the terms of one certain note this day executed and delivered by the said Ralph W. Gilman and Pearl C. Gilman to the said party of the second part due in three years with 3% interest payable semi-annually and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon then this conveyance shall be absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part his executors, administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any therebe, shall be paid by the party making such sale, on demand, to said Ralph W. Gilman and Pearl C. Gilman their heirs and assigns.

In witness whereof, The said parties of the first part have hereunto set their hand and seal the day and year first above written.

STATE OF KANSAS,)
SS
DOUGLAS COUNTY)

Ralph W. Gilman
Pearl C. Gilman.

BE IT REMEMBERED, That on this 5 day of October A. D. 1923 before me W. M. Clark a Notary Public in and for said County and State, came Ralph W. Gilman and Pearl C. Gilman his wife to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

For Assignment see Blk 75, page 347.
7-11-24 see Vol 53, Page 72