

And the said party of the first part expressly agree s to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the County or town wherein said land is situated the party of the first part will pay such taxes or assessments when the same become due and payable; and that she will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of principal of said note or any instalment of interest thereon or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid with interest thereon at the rate of ten per cent per annum from date of payment shall be a part of the debt secured and collectible under this mortgage and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Privilege is given the said party of the first part her heirs or legal representatives, to make additional payments on the principal sum of said note on any interest paying period, during the term of said note; said additional payments shall not be less than One Hundred Dollars (\$100.) at any one payment and shall be in multiples of the monthly instalment payment of principal; and the amount so paid shall be credited on said principal sum.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Minnie A. Taylor. (SEAL)

State of Kansas, }
County of Douglas } SS;

Be It Remembered That on this 23 day of June A.D. 1924 before me, a Notary Public in and for the County and State aforesaid, came Minnie A. Taylor, a widow, who is personally known to me to be the same person who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

C. B. Hosford.
Notary Public, Douglas County, Kansas.

L. S.
Term expires;
June 24, 1926.

MORTGAGE.

From John S. York et al
To The Ottawa Mortgage Co.

State of Kansas, Douglas County, SS.
This instrument was filed for record on the 30 th day of Jun, A.D. 1924 at 11:15 A.M.

By Joe Wellman Deputy.
Register of Deeds

This Indenture, made this 27th day of June in the year of our Lord, one thousand nine hundred and twenty-four, between John S. York and M. E. York, his wife, of Ottawa, in the County of Franklin and State of Kansas, parties of the first part, and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part; Witnesseth That the said parties of the first part, in consideration of the sum of \$600.-----
---Six Hundred 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 its successors 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:

Lots Fifty-two (52) and Fifty-four (54) High Street to Baldwin City, Kansas, and being a tract of land One Hundred Fifty (100) feet East and West by One Hundred Fifty (150) feet North and South

with all the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said

Reg. Fee #108
150

See map page for return