

One Note for the sum of \$4000.00 due January 1, 1924, fourteen notes for the sum of \$3000.00 each, one due July 1, 1924, and one on the first day of each January and July thereafter to and including January 1, 1931, and on Note for the sum of \$15,000.00 due July 1, 1931.

The said parties of the first part, however, reserve the right to pay One Thousand, Dollars or any multiple thereof upon said notes, or the full amount thereof, on any interest payment date.

It is herein agreed particularly as follows: The said parties of the first part shall not permit the buildings and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least the amount of principal unpaid on said notes, and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereon.

In the event of a loss under any policy, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said parties of the first part, or assigns, and as agent or attorney in fact, sign all papers and applications necessary to obtain such insurance, and all renewals thereof, and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Notes and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said parties of the first part to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure release of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said parties of the first part all amounts so paid, and interest thereon, at the rate of ten per centum per annum from the date of such payment and this mortgage shall stand as security for all such sums.

Now Therefore, if the amount of said notes and interest be paid when due, and all the covenants and agreements of the said parties of the first part contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said parties of the first part fail to pay any part of the amount of said notes and interest within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof, as may be necessary to satisfy the amount secured, including all amounts paid by second party or any holder of said notes for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, all of which may be included in the judgment rendered or amount found due, in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for failure to exercise any such authority to pay taxes, take out insurance or any other authority herein granted.

In Witness Whereof the said first parties have hereunto set their hands and seals this 1st day of May, A.D. 1923/

Norvin H. Gibbons. (SEAL)
Mrs Mildred E. Gibbons (SEAL)
Lloyd L. Ware. (SEAL)
Clarence J. Topping (SEAL)
Laura L. Topping. (SEAL)

State of Kansas. } ss.
Douglas County. }

Be It Remembered, that on this the 12th day of May 1923 before me the undersigned, a Notary Public in and for the county and State aforesaid, came Lloyd L. Ware, a single man, Clarence J. Topping and Laura L. Topping his wife, Norvin H. Gibbons, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly acknowledged the execution of the same.

Witness my hand and official seal on the day and year last above written.

L.S.
My Commission expires March 22, 1926.

T.J. Sweeney Jr.
Notary Public in and for
Douglas County Kansas.

State of Kansas. } ss.
Douglas County. }

Be It Remembered, that on this 5th day of May 1923, before me the undersigned a Notary Public in and for the county and State aforesaid, came Mrs Mildred E. Gibbons who is personally known to me to be the same person who executed the foregoing instrument of writing as grantor, and such person duly acknowledged the execution of the same.

Witness my hand and official seal on the day and year last above written.

L.S.
My Commission expires March 22, 1926.

T.J. Sweeney Jr.
Notary Public. in and for
Douglas County, Kansas.

From Commerce Trust Co.
To Phoenix Mutual Life Insurance Co.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the
15th day of July, A.D. 1924. At 9:15 A.M.

Paul E. Williams
Register of Deeds.

BY-----Deputy.

Know All Men By These Presents: That Commerce Trust Company, a corporation, of Kansas City, Missouri, for value received, does hereby sell, assign, transfer, set over and convey unto Phoenix Mutual Life Insurance Company all of its right, title and interest, of and to that certain mortgage, dated the 24th day of April A.D. 1924 executed by Henry Rohe and Edith M. Rohe, his wife to Commerce Trust Company, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas on the 12th day of May 1924 and duly recorded in book 65 of mortgages at page 177 together with the notes, debts,