

of the Laws of Kansas for 1913, and any act or acts amendatory or supplemental thereto, or the said second party may at its option avail itself of any rights or remedies of any one of the securities hereby granted as set forth in paragraph Eight hereof, without forfeiting or affecting any other right that it may have hereunder.

that it may have hereunder. IN WITNESS WHEREOF the said parties of the first part have hereunto set their hands and seal on the day and year first above written. Raleigh R. Hickson

Raleigh R. Hickson
Vivian R. Hickson

State of Kansas, Douglas County, ss.

State of Kansas, Douglas County, ss.
BE T ROSENBERGER, That on this 31th day of April A. D. 1925, before me a Notary public in and for said County and State, came Raleigh R. Hickson and Vivian R. Hickson, his wife to me personally known to be the same person who executed the within instrument, and duly acknowledged the execution of the same.
In presence of _____ who subscribed my name and affixed my official seal.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

A. U. Evans
Notary Public.

L. S.

Commission expires October 6, 1928.

MORTGAGE

FROM
Mary A. Collins: Olive L. Collins,
Grace M. Collins, all single

State of Kansas, Douglas County,
This instrument was filed for
record on this 6th day of May A.D.
1925, at 2:15 o'clock P. M.

TO Bank of Topeka, Topeka, Kansas.

Register of Deeds

By-----Deputy

THIS INDENTURE, Made this first day of May in the year of our Lord one thousand nine hundred twenty-five (1925), by and between: Mary A. Collins, single; Olive L. Collins, single; Grace M. Collins, single of the County of Shawnee and State of Kansas, parties of the first part, and Frank of Topeka, Topeka, Kansas (a corporation) party of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred and (\$1500.00)-----00/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in Lawrence County of Douglas and State of Kansas, to wit: Lots One Hundred Eleven (111) and One Hundred Thirteen (113) on Vermont Street, in the City of Lawrence, Douglas County, Kansas.

County, Kansas. TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his successors and assigns, forever. And the said parties of the first part do hereby covenant, warrant and agree, that at the delivery hereof they are the lawful owners of the premises above described, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his successors and assigns, forever, against the lawful claims of all persons whatsoever.

claims of all persons whomsoever.
PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions,
to wit:

to wit: First. Said Mary A. Collins, single; Olive L. Collins, single; Grace M. Collins, single justly indebted unto the said party of the second part in the principal sum of Fifteen hundred and (\$1500.00) Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Mary A. Collins, Olive L. Collins, Grace M. Collins and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered, executed and delivered by the said Mary A. Collins, Olive L. Collins and Grace M. Collins bearing date May 1st, 1925, and payable to the order of the said Bank of Topeka Five (5) years after date, at Topeka, Kansas with interest thereon from date until maturity at the rate of six (6) per cent. per annum, payable semi-annually, on the first days of May and November in each year, and per cent. per annum after maturity, the installments of interest being further evidenced by ten (10) coupons attached to one said principal note, and of even date therewith, and payable to the order of said Bank of Topeka, at Topeka, Kansas.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ----- percent, 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.

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 \$4500.00 Fire Insurance and \$2500.00 Tornado Insurance Dollars; less 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