

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 herein-after 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 ten 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 a reasonable amount loss, if any, payable to the mortgagee or his 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 agree that if the maker 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 and coupons 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 appraisal 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.

Carrie J. Derby
Fred A. Derby.

executed and delivered in presence of

State of Kansas }
Shawnee County } ss

Be it remembered, That on this 25th day of February A.D. nineteen hundred twenty six before me the undersigned a Notary Public in and for said county and state came Carrie J. Derby and Fred A. Derby her husband 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.

Edgar W. Campbell
Notary Public Shawnee County, Kansas

LS
My Commission expires October 10th-1927.

ASSIGNMENT.

State of Kansas, Douglas County, ss;
This instrument filed for record
Feb. 27th, 1926 at 3:00 P.M.

From Watkins National Bank,
To Leona Stout.

Edgar W. Campbell
Register of Deeds

(Original instrument filed for record in Book 69-Page-235.)

FOR VALUE RECEIVED, The undersigned owner of the within mortgage, does hereby assign and transfer the same to --Leona Stout.

Watkins National Bank.
C. H. Tucker Prest.

Corp Seal.
State of Kansas)
County of Douglas) ss;

Be It Remembered That on this 9 day of February 1926 before me, the undersigned a Notary Public in and for said County and State, came C. H. Tucker Prest, Watkins National Bank, the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

In Witness whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

A. P. Flinn
Notary Public.

LS.
My Commission expires April 20, 1927.

From Edward Shaw et ux
To The Commerce Trust Company

MORTGAGE.

State of Kansas, Douglas County, ss;
This instrument filed Feb. 27th, 1926,
at 3:30 P.M.

Edgar W. Campbell
Register of Deeds

THIS INSTRUMENT, Made this first day of February A.D. 1926, between -----
Edward Shaw and Emma Shaw his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Commerce Trust Company, a corporation of Atchison, Kansas, party of the second part.

For Return See
Book 27-Page 301

Reg. No. 1502

Fee Paid 16.25

For Assignment
See Book 69
Page 316.