

## DOUGLAS COUNTY

other indebtedness accruing hereunder, being payable in lawful money of the United States of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$1,600 Fire \$1,600 Windstorm Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first party agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisal.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Elba Dickey  
Rose B. Dickey

STATE OF KANSAS, )  
County of Douglas ) ss.

BE IT REMEMBERED, That on this 22nd day of January, A.D. 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Elba Dickey and Rose B. Dickey, his Wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Arthur S. Peck  
Notary Public.

(SEAL) (Term expires October 3, 1940)

Recorded January 22, 1938 at 1:20 P.M.

Register of Deeds.

Reg. No. 1346

Fee Paid \$8.75 Receiving No. 5492

AGREEMENT FOR EXTENSION OF MORTGAGE

Lawrence, Kansas, November 20, 1937.

The undersigned hereby covenant that THEY are the legal owners of the premises conveyed to E. T. Emory by a Mortgage, dated November 1, 1934 made by Otto L. Johannning and Ottilie L. Johannning, and duly recorded in .....County, Kansas, Book....., on page....., to....., which Mortgage was given to secure the payment of a note or bond for the sum of \$3,500.00, payable Nov. 1 1937, to E.T. Emory or order, upon which note or bond there remains unpaid the sum of \$3,500.00 of principal money; and in consideration of the extension of the time for the payment thereof for the term of three years from maturity, hereby agrees to assume said indebtedness and to pay interest upon said principal sum, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of (5%) five per cent per annum, payable annually, for and during said term of extension, according to the tenor and effect of the extension coupons hereto attached; both principal and interest to be paid, when due, at the First National Bank, Lawrence, Kansas; and in case of default in payment of any of said extension coupons, or in case of non-payment of taxes or breach of any of the covenants contained in said mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

Otto L. Johannning  
Ottilie L. Johannning

Extension Coupon

\$175.00

On the 1st day of November, 1940, we promise to pay to the order of E.T. Emory one hundred seventy-five and no/100 Dollars, at First National Bank, Lawrence, Kansas for interest due on a principal sum of \$3500. This coupon bears interest at the rate of ten per cent per annum after due.

Otto L. Johannning  
Ottilie L. Johannning

Extension Coupon

\$175.00

On the 1st day of November, 1939, we promise to pay to the order of E.T. Emory One hundred seventy-five and no/100 Dollars, at First National Bank, Lawrence, Kansas for interest due on a principal sum of \$3500. This coupon bears interest at the rate of ten per cent per annum after due.

Otto L. Johannning  
Ottilie L. Johannning

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