

This Mortgage, Made this 14th **day of** January **A. D. Nineteen Hundred and Forty-nine**

by and between Edgar Salsbury and Dorothy E. Salsbury, his wife

in the County of Douglas **and State of** Kansas **Mortgagee, and THE AMERICAN HOME LIFE INS. CO.,**
a CORPORATION of Topeka, Kansas, Mortgagee:

WITNESSETH, That the Mortgagee for and in consideration of the sum of THREE THOUSAND AND EIGHT
HUNDRED & no/100 ----- **DOLLARS,**

to them in hand paid by the said Mortgagee, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said Mort-
gagee and to its successors and assigns forever, all of the following described real estate, lying and situate in the County of Douglas
and State of Kansas **to-wit:**

Commencing at a point Eighty (80) rods South and Three Hundred
and Thirty (330) feet east of the Northwest corner of the Southeast
Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13) South
Range Twenty (20), for a point of beginning; thence East to the
West line of the County Road No. 127 known as Learned Avenue;
thence North Seventy (70) feet; thence West to a point Three
Hundred and Thirty (330) feet East of the West Line of said
Southeast Quarter (SE $\frac{1}{4}$) Section, thence North to the place of
beginning, East of the 6th P.

together with all rents and other revenues thereof, the rights, assessments, hereditaments and appurtenances thereto belonging and all personal property,
including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or reasonably necessary to the use of the real property
herein described, and all of the property heretofore mentioned is hereinafter designated as "said property."

TO HAVE AND TO HOLD said property to Mortgagee forever;
FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date herewith, for the principal
sum of Three Thousand and Eight Hundred & no/100 ----- Dollars (\$ 3,800.00),
with interest at the rate of 4% **per cent per annum, principal and interest payable in installments as therein provided, executed by**

Edgar Salsbury and Dorothy E. Salsbury, his wife in favor of Mortgagee;

II. Payment by Mortgagee to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or pro-
vision of this mortgage; and

III. Performance of such covenant and agreement of Mortgagee herein contained.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable, all taxes, assessments, charges and encumbrances with interest, which affect said property
or this mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments;
(2) To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some
reputable insurance company, to the satisfaction of the Mortgagee to the amount of

Three Thousand eight hundred & no/100

Dollars fire and lightning, and to the

amount of Three Thousand eight hundred and no/100

Dollars tornado,

to which policies shall be attached mortgage clauses satisfactory to Mortgagee; and it is further agreed that every such policy of insurance shall
be held by the Mortgagee, as collateral or additional security for the payment of the same; and the person or persons to 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 or notes, less 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.

(3) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and promptly to effect
such repairs thereof as Mortgagee may require;

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORT-
GAGEE:

(1) That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned
and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby
authorized, in the name of Mortgagee, to execute and deliver valid acquittances thereof and to appeal from any such award;

(2) That no waiver by Mortgagee of performance of any obligation herein or in said note contained shall thereafter in any manner affect
the right of Mortgagee to require or enforce performance of the same or any other of said obligations;

(3) That Mortgagee is hereby authorized and empowered, at its option, at any time, without notice and without affecting the liability of
any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to:

(a) Deal in any way with Mortgagee or grant to Mortgagee any indulgences or forbearances or any extensions of the time for pay-
ment of any indebtedness secured hereby;

(b) Pay to or permit the use for any purpose by Mortgagee of any rents, revenues or other moneys received by Mortgagee under any
insurance policy or award herein mentioned or otherwise; and

(c) Execute plats of any of said property and execute and deliver partial releases of any of said property from the lien created hereby;