This Indenture, Made this 28th. day of December A.D. 1907, between S.T.Counts and Mary A. Counts Husband and Wife of Douglas County, in the State of a and FEOPLESS STATE BANK, of LAWRENCE KANSAS, of the second part: Kansas, of the first part: Witnesseth, That said parties of the first part in consideration of the sym of Five Hundred co/100 Dollars, the receipt of which is hereby acknowledged, do by these presents mortgage and warrent unto said party of the second part, its successors and assigns, all the following described real estate, situated in the county of Douglas and State of Kansas to-wit: The Southeast Qr. of the Southwest Qr. Section Twenty Six (26) ALSO the following :- Begin at the southwest Corner of East Half of West Half of the Southwest Qr. of Section Twenty Six (26); Thence East Thirty Five Rods Thence North Thirty Rods, thence west about Thirty Five Rods, thence South Thirty Four Rods to place of beginning-containing in all Forty Seven Acres more or less, all in Township Fourteen (14) Range Twenty (20)

484

And

ule,

Ba B

State le

E.

6

adiog

lare

. ...

mund Que

de. auth

Be The

0

To Have And To Hold the same, together with all and singular the tenements hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit: Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Five Hundred Dollars, payable according to the tenor and effect of one certain First Mortgage Note, executed and delivered by the said parties of the first part, bearing date December 28bh. 1907 and payable to the order of the said party of the second part, on the 28th day of December 1912 thereo with interest from date until maturity at the rate of six per cent per annum payable semi annually, on the 25th days of June and December in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 interest coupons attached to said principal note and of even date therewith, and payable in like manner.

Said parties of the first part agree to insure said real property for the period of this loan for at least ----- Dollars, for the benefit of the said mortgagee, or its assigns, any loss under such insurance to be made payable to them according to their interest: and also agree to have any Release of this mortgage made by said mortgagee or its assigns recorded at the expense of said parties of the first part. Now , if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of said note and coupons, then these presents shall be wholly discharged and void; but otherwise shall remain in full force and effect. But if said sum of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premeise or any part thereof are not paid when the same are by law made due and payable, or if insurance as agreed is not procured and kept in force, then the whole