

Fifty one and one-half (51½) acres off the North side of the Southeast Quarter of section Seven (7) Township Fourteen (14) Range Twenty (20) also a part of said Southeast Quarter of section 7, Township Fourteen (14) Range 20 described as follows: Commencing on the west line of said quarter section at a point twenty-five and one half (25½) rods North of the Southwest corner thereof, thence running North along said West line 83 rods, thence East 160 rods to the East line of said quarter section, thence South along said East line 83 rods, thence West parallel with the South line of said quarter section 160 rods to place of beginning, containing Eighty-three (83) acres more or less. All the above described land is East of the Sixth Principal Meridian and contains in the aggregate One Hundred Thirty-four and fifty hundredths (134.50) acres, more or less. There is excepted from the above described land, road right-of-way.

One principal note for the sum of Sixteen Hundred DOLLARS.

The said first part ~~is~~ hereby Covenant — and Agree — with the said second party, its successors and assigns, as follows:

FIRST—To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate; also all taxes assessed in Kansas against said second party, on this mortgage or debt secured hereby, and if not paid, that the holder of this mortgage may pay such taxes, liens or assessments, and be entitled to interest on the same at the rate of ten per cent. per annum, and this mortgage shall stand as security therefor.

SECOND—To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

THIRDLY, To keep, at the option of said second party, the buildings on said premises insured in some joint stock fire insurance company, approved by the said second party for the insurable value thereof, with said second party's usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent. per annum, shall be immediately due and payable, and shall be secured by this mortgage.

FOURTH—If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall nevertheless become due and payable at the option of either the first and second party without notice, and this mortgage may be foreclosed.

FIRST—That upon the institution of proceedings to foreclose this mortgage, the plaintiff therein shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein, and collect the rents and profits thereof, the amount so collected by such receiver to be applied under the direction of the court, to the payment of any judgment rendered or amount found due under this mortgage, or the second part of the said contract, as may appear.

The foregoing conditions, covenants, and agreements being performed, this mortgage shall be void, and shall be released by the said second party, (and in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first party, otherwise to remain in full force and virtue.

IN TESTIMONY WHEREOF, The said first parties have hereunto set their hands the day and year first above written.

Changes, erasures and interlineations
made prior to signature.

George J. Pitchpatrick (SEAL)
Salley S. A. Pitchpatrick (SEAL)

The State of Kansas, } ss.
Lincoln County,

BE IT REMEMBERED, That on this 29th day of July, 1913, before the undersigned, a Notary Public in and for said County, personally appeared George C. Hitchpatrick and
Salley S. A. Hitchpatrick - Husband and wife -
who (are) to me personally known to be the identical persons who executed the foregoing Mortgage Deed, 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.

My commission expires Reby 11th 1963

My commission expires Key 11th 1915
Recorded Aug 14, 1913 at 10⁵³ A.M.

W. H. Breihan
Lincoln
Floyd L Lawrence
R. M. Cornell Deputy

Notary Public.
County, Kansas.
Register

[illegible]

Recorded October 29 1923 Carls
San E. McLean ✓ Deed
Register of Deeds

The following is extracted from a report of the same date:

The note secured by this mortgage herein having been paid, and this mortgage fully satisfied, the Register of Deeds of Douglas County, State of Kansas, is hereby authorized to cancel the same and record