

Recorded March 16, 1916

Filed L. L. Lawrence

Chas. C. Hays

(for Affidavit concerning this)

Subject of 44th of Union on 100

95. Page 237

The following is entered on the original instrument -
Know all Men by these presents that R. W. Barry, by his legal heirs, etc. Mortgage within house,
also having acknowledged and payment of the note to all persons mortgage securing, the purchase etc.
Register of Deeds of Santa Fe County, New Mexico to which the above names have been recorded
My hand this 1st day of March A.D. 1916 -
R. W. Barry (RS)
Kittie Holsapple (RS)
John H. Holsapple (RS)
Ely and Barry having signed Barry

covenant and agree that at the delivery hereof that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against the lawful claims of all persons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said John H. Holsapple and Kittie Holsapple are justly indebted unto the said party of the second part in the principal sum of three thousand 00/10 Dollars, lawful money of the United States of America, being for a loan there- of made by the said party of the second part to the said John H. Holsapple and Kittie Holsapple and payable according to the tenor and effect of one certain first Mortgage Real Estate Note, which was executed and delivered by the said John H. Holsapple and Kittie Holsapple bearing date March 1st, 1911 payable to the order of the said R. W. Barry five years after date, at The First National bank, Overbrook, Kansas with interest thereon from date until maturity at the rate of 5½ per cent per annum, payable Semi-annually, on the 1st day of March in each year, and ten per cent per annum after maturity, the installment of interest being further evidenced by five Coupons attached to said principal note, and of even date therewith, and payable to the order of said R. W. Barry at The First National Bank, Overbrook, Kansas, Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said prem- ises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said part_ 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 agrees 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 agrees 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