

This Indenture, Made this 26th day of October A.D. 1911 between A. M. Rundle and Mary Rundle, his wife, of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of thirty-two Hundred and 00/100 Dollars, paid by the second part, the receipt of which is hereby acknowledged, have granted and sold and by these presents do grant, bargain sell and convey unto the said second party, its heirs, assigns or successors, forever, all of the following described real estate, situated in the _____ of _____ County of Douglas, State of Kansas, to-wit: West one-half ($W\frac{1}{2}$) of the South-west quarter ($SW\frac{1}{4}$) of Section Five (5), and North one-half ($N\frac{1}{2}$) of the north-east quarter ($NE\frac{1}{4}$) of Section Sixteen (16) all in Township Fifteen (15) range Eighteen (18) east of the 6th P.M. in Douglas Co. Kansas.

To have and to hold the same with all the appurtenances thereunto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties does hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free from all incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. Provided, always, and these presents are upon this express conditions, that, whereas, the said first parties are justly indebted unto said Warren Mortgage Co. in the principal sum of thirty-two Hundred and 00/100 Dollars, lawful money of the United States of America being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said part_ and secured by one certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of $5\frac{1}{4}$ per cent per annum from Nov. 1st 1911. until ^{fully} paid; interest to be paid semi-annually on the first days of May and November in each year, as specified by interest notes or coupons of even date herewith attached to said principal note principal and interest payable at the First National Bank, New York, N.Y.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest on it, is not paid when due and payable, or if any taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons or interest notes, with the interest thereon shall and by this indenture does immediately become due and payable, at the option of the second party, assigns or successors, to be at any time hereafter exercise without notice to the said first parties. But the legal holder of this mortgage may, at his option pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, as the mortgagor, or assigns shall neglect or refuse to pay, as herein set forth, and

*In, Please See Book 57 Page 522
(For assignment and Bond 48-430)*