This Indenture, Made this 26th day of October A.D. 1911, between A. M. Rundle and Mary Rundle, his wife, ____County, in the State of kansas, 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 One Hundred twenty and 00/100 Dollars, the receipt of which is hereby acknow ledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its heirs, assigns or successors, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: igilo. West one-half (W2) of the South-west quarter (SW4) of Section Five (5) and North one-half (N_2^{\perp}) of the north-east quarter (NE_2^{\perp}) 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, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever: Provided always, and these presents are upon this express condition, that, whereas, said First parties have this day executed and delivered a certain promissory note to said party of the second part for the sum of One Hundred Twenty and 00/100 Dollars bearing even date herewith, payable at the office of Warren Mortgage company, Emporia Kansas, in equal installments of Twelve and 00/100Dollars each, the first installment payable on the first day of may 1912 the second installment on the first day of november 1912 and one installment on the first days of May and November in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said note, and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid, All appraise ment and stay laws waived. And the said parties of the first part further agree that in case they pay the first mortgage upon the above described land, (for the negotia tion or extention of which this mortgage and the note hereby secured is given as a commission) before the full time such mortgage can run, such payment shall in no wise effect this mortgage or the note thereby secured, but that he will pay the sums hereby secured in full, as though no such payment of the first mortgage was made. Now, if said First parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, said sum of money in the above described note mantioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and interest thereon shall, and by these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. And said parties of the first part further agree upon 1.57 -

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