

Fifth. Said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid any part of said money either principal or interest, according to the tenor and effect of the said note, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice. And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead, Exemption and stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue. In Testimony Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Charles E. Sutton

Elizabeth W. Sutton

State of Kansas, Douglas County, SS. Be it remembered, That on this 22nd day of February A.D. 1913, before me, the undersigned, a Notary Public in and for the County and State, aforesaid, came Charles E. Sutton and Elizabeth W. Sutton, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same. IN Testimony Whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

Term expires nov. 8th, 1914.

(SEAL)

Frank E. Banks, Notary Public.

Recorded Feby. 24th A.D. 1913 at 10:21 A.M.

Lloyd L. Lawrence
register of Deeds.

This Mortgage, made the 18th day of February, A.D. 1913, Between Amos Westerhouse and Sofie Westerhouse, Husband and wife, of the County of Douglas, and state of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Three Thousand Dollars, to secure the payment of which they have executed their promissory note, of even date herewith, payable on the 21st day of February A.D. 1918, being principal note, which note bears interest from February 21, 1913 at the rate of five per cent per annum, payable semi-annually, and evidenced by ten interest notes of even date therewith, thereto attached. All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent per annum, payable annually, until paid, and are made payable to the order of said The Prudential Insurance Company of America, at its office in Newark, new Jersey.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes mentioned, and also to secure the faithful performance of all the

Recorded Feb. 24th 1913

Received of Michael's Nat. Bk., Lawrence, Kas. the within named mortgage - the sum of Three Thousand and no - Dollars, in full satisfaction of the -

of 2000.00
of 2000.00
of 2000.00

For Balance See next page.