

official seal on the day and year last above written.

My commission expires June 1st 1915 (Seal) L.T. Clement, Notary Public.

RECORDED FEB 24 1913 AT 11:00 A.M.

*Edgar L. Lawrence*  
Register of Deeds.

THIS INDENTURE, made the thirteenth day of February A.D. 1913, between Albert W. Fisher and Josephine E. Fisher, husband and wife, of the County of Douglas, and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of (\$3700) Thirty seven Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter of Section Fourteen (14) in Township Fifteen (15) of Range Eighteen (18), Containing One Hundred sixty (160) Acres.

To Have and to Hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED HOWEVER, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$3700.00) Thirty Seven Hundred Dollars, on the first day of March A.D. 1918 with interest thereon at the rate of five per cent per annum payable on the first day of March and September in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part, and payable at the office of said company in St. Joseph Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect. And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection if any there shall be, any costs, charges, or attorneys fees incurred and paid by the party of the second part its successors or assigns, in maintaining the priority of this mortgage.

AND the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises and keep the buildings thereon in good repair and insured to the amount of \$\_\_\_\_\_ in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs and effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment at the rate of ten per cent per annum, shall be collectible with as part of and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to immediate possession of said premises and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof the said party of the first part have hereunto set their hands the day and year first above written.

Albert W. Fisher  
Josephine E. Fisher.

State of Kansas, County of Osage. SS. On this 24th day of February A.D. 1913 before me a Notary Public in and for said County, personally appeared Albert W. Fisher and Josephine E. Fisher, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed. Witness my hand and official seal, the day and year last above written. My commission expires June 23d. 1915. (SEAL) J.A. Kesler, Notary Public.  
RECORDED FEB 27, 1913 AT 10:30 A.M.

*Edgar L. Lawrence*  
Register of Deeds.

Recorded Feb 24 1913  
Edgar L. Lawrence  
Register of Deeds

See this case at the office of the said company for record and for payment of the same. The following is a true and correct copy of the original instrument as the same appears in the records of the Register of Deeds of the County of Douglas, State of Kansas.

(The following is a true and correct copy of the original instrument as the same appears in the records of the Register of Deeds of the County of Douglas, State of Kansas.)

Recorded Dec 22 1916  
Edgar L. Lawrence