

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 parties of the second part, their successors, heirs 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 parties of the second part their successors, heirs 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 parties of the first part have hereunto set their hands the day and year first above written.

In Presence of
J. W. Thomas

Cora E. Ernst
L. G. Ernst

State of Kansas, Franklin County, SS. Be it remembered, That on this 15th day of April A.D. nineteen hundred and Thirteen before me, the undersigned, a Notary Public in and for said County and State, came Cora E. Ernst and L. G. Ernst, her husband, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Mch 11, 1916.

(SEAL) S. D. Moherman, Notary Public, franklin County, Kansas.

Recorded April 18th A.D. 1913 at 1:12 P.M.

Floyd L. Lawrence

Register of Deeds.

This Indenture, made the First day of April A.D. 1913, between Cora E. Ernst and L. G. Ernst, her husband, of the county of Douglas and state of Kansas, party of the first part, and J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, parties of the second part. Witnesseth, that the said party of the first part, in consideration of the sum of Five Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit: The West half ($\frac{1}{2}$) of the Southwest quarter ($\frac{1}{4}$) of the northeast quarter ($\frac{1}{4}$) of Section Number Sixteen (16), Township Number Fifteen (15), Range Number Twenty-one (20) East of the Sixth (6th) Principal Meridian in Douglas County, Kansas. 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 said parties of the second part, their successors, heirs 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 covenants 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. Makers reserve the option to pay \$100. or any multiple thereof on this note at maturity of

(For return see next page)

(The following is contained on the original instrument)

Recorded May 6 1913