

the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note No. 1581 executed and delivered by the said parties of the first part, bearing date June 25th 1913, and payable to the order of the said The Farm Mortgage Company July 1st 1920, at the office of said company, in Topeka, Kansas with interest thereon from July 1st 1913 until maturity at the rate of six per cent per annum, payable annually, on the first days of July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by seven coupons attached to said principal note, and of even date therewith, and payable to the Farm Mortgage Company or bearer, at the office of said Company in Topeka Kansas.

Second. Said parties of the first part agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. The said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Twelve Hundred and No/100 Dollars, loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all money which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note or notes, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers of said notes 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 said note and coupons when the same becomes due, or to conform 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 appraisal 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. And the parties of the first part agree that in any suit brought to foreclose this mortgage by the lawful owner thereof, the plaintiff in any such suit shall be entitled to collect an attorney's fee of five per cent of the principal sum due, and at time suit is filed, as a part of the costs therein.

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.

William N. Sanford (Seal)
Ella W. Sanford (Seal)

State of Oklahoma, Logan County, ss. Be it Remembered that on this 23 day of June A.D. nineteen Hundred and Thirteen before me, the undersigned, a Notary Public in and for said County and State, came William N. Sanford and Ella W. Sanford, husband and wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage and duly acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes therein set forth. 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 Oct 12, 1915. (SEAL) W.A. Kelley, Notary Public,
Logan County, Oklahoma.

RECORDED JULY 5, 1913 AT 2:35 P.M.

W. A. Kelley
Register of Deeds.

*The following is endorsed on the original instrument:
Loan No. 1581
The Topeka Farm Mortgage Company is a corporation organized and existing under the laws of the State of Kansas, and is duly licensed to do business in the State of Kansas.*