And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal 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, or on the lein created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$ _____in insurance companies aceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or the them all policies of insurance on said buildings, and 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, or 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 collectable with, as a 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 any 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 succes sors 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 the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNERS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

David K. Henry Delia L. Henry.

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County of Shawmee, On this eleventh day of December A. D. 1913, before me, a Notary Public, in and for said County, personally appeared David K. Henry and Delia L. Henry; his wife, to me known to be the persons named in and who executed the foregoing instru-ment, and acknowledged that they executed the same as their voluntary act and deel. WITNESS my hand and official seal, the day and year last above written.

My commission expires July 29th 1915, (SEAL) I. L. Betzer, Notary Public.

Recorded Dec. 27th. A.D. 1913, at 9:22 o'clock A.M.

Hoy & L. Lawrence Register of Deeds, By Geo, 6 Nefer Deputy.

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THIS INDENTURE, made this First day of December A.D.1913, between Barbara J. AcIntosh and David S. MoIntosh, 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 Fifteen 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 East half (½) of the Northeast quarter (½) of Section Number Two (2) in ? ship number Twelve (12) of Range Number Seventeen (17), less Five (5) acres in the of Section Number Two (2) in Town and South, east of the Sixth (6th) Principal Meridian in Douglas County, Kansas,

TO HAVE AND TO HOLD the same , with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in feetto 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 the 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 this note at maturity of coupon due June First.

1914, or any coupon thereafter by giving thirty (30) days notice. PROVIDED, HOWEVER, that if the said party of the first part shall pay, or caused to be paid, to the said parties of the second part, their successors, heirs or assigns, the principal sum of Fifteen Hundred and no/100 Dollars, on the first day of December, 1918, with interest thereon at the rate of 52 per cent, per annum, payable on the A. D. first day of June and December 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 No. 44360, bearing even date berewith, executed by said party of the first part to J. L. Pettyjohn & Co. of Olathe Johnson County, Kanses, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage shall be woid, and to be released at the expense of the saidparty of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or sause 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, and any costs charges, or attorney's fees incurred and paid by the said parties of the second part,

(over)