

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 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 lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission if waste on said premises, and to 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, 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 collectible 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 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 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 WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

State of Kansas,

SS:

County of Shawnee,

Thomas W. Cree.

Sadie L. Cree.

On this 16th day of December, A.D. 1913, before me, a Notary Public, in and for said County, personally appeared Thomas W. Cree and Sadie L. Cree, 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 July 29th, 1915, (SEAL) I. L. Betzer, Notary Public.

Recorded Dec. 29th. A.D. 1913, at 9:35 o'clock A.M.

Flora L. Lawrence
Register of Deeds

By *Geo. L. Wifel* Deputy.

State of New York,

SS:

County of Madison,

I Eugene P. Sisson, Executor of the Last Will and Testament of the Estate of B. F. Bonney, deceased, as the surviving Executor of said estate, Do Hereby Certify, That a certain Indenture of Mortgage, bearing date the 18th day of January One Thousand nine Hundred and eleven, made and executed by Louis Sisson and Elinor Sisson, his wife, to the B. F. Bonny Estate, to secure the payment of the sum of \$5000.00 and interest thereon at the rate of 5% per annum, and recorded in the office of the Register of Deeds of the County of Douglas, Kansas, in Liber 49 of mortgages, page 51, on the 20th day of February, in the year of Our Lord nine hundred and eleven at _____ o'clock in the _____ noon, is with the Bond accompanying it Fully Paid and Satisfied and I do hereby consent that the same be discharged of Record.

Dated the 15th day of December 1913.

Eugene P. Sisson,

Executor of the estate of B.F. Bonney.

State of New York,

SS:

County of Madison,

Town of Hamilton, On this 15th day of December the year Nineteen Hundred and thirteen before me, the subscriber, personally appeared, Eugene P. Sisson, as Executor of the Last Will and Testament of B. F. Bonney, deceased, to me known to be the same person described and who executed the within instrument, and he duly acknowledged to me that he executed the same.

(seal)

M. E. Hopkins, Notary Public.

State of New York,

SS:

Madison County Surrogate's Office,

I, B. Fitch Tompkins, Clerk of the Surrogate's Court of said County Do Hereby Certify, That on the 7th day of May in the year one thousand nine hundred _____ Letters Testamentary of the Last Will and Testament of Benjamin F. Bonney late of the town of Hamilton in said county, deceased, were duly granted and issued by the Surrogate's Court of said County of Madison to David C. Mott and Eugene P. Sisson and that the same are still valid, unrevoked and in full force.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Surrogate's Court of said County, at the village of Wampsville this 19th day of December A.D. 1913.

B. F. Tompkins, Clerk of the Surrogate's Court.

(seal)

Recorded Dec. 29th. A.D. 1913, at 9:35 o'clock A.M.
By *Flora L. Lawrence* Register of Deeds
By *Geo. L. Wifel* Deputy.
The following is endorsed on the original instrument:
B. F. Tompkins, Clerk of the Surrogate's Court of said County, do hereby certify that on the 7th day of May in the year one thousand nine hundred _____ Letters Testamentary of the Last Will and Testament of Benjamin F. Bonney late of the town of Hamilton in said county, deceased, were duly granted and issued by the Surrogate's Court of said County of Madison to David C. Mott and Eugene P. Sisson and that the same are still valid, unrevoked and in full force.
In Testimony Whereof, I have hereunto set my hand and affixed the seal of the Surrogate's Court of said County, at the village of Wampsville this 19th day of December A.D. 1913.
B. F. Tompkins, Clerk of the Surrogate's Court.