

The following is endorsed on the original instrument -
Know all men by these presents, that the State Savings Bank, Topeka, Kansas, the Mortgagee, within ninety days after the date hereof, shall pay to the first party of the second part, the sum of One Thousand Dollars, and the interest thereon, as provided in the mortgage, and the State Savings Bank, Topeka, Kansas, shall pay to the first party of the second part, the sum of One Hundred and Thirty-two and One-half acres (132 1/2) more or less as per Government survey.
Witness my hand and seal, this 2nd day of January, 1915.
By J. D. Gresham, President.
(Seal)

Recorded March 8th 1915
J. D. Gresham
President
State Savings Bank, Topeka, Kansas

This Indenture, Made this 2nd day of Jan'y in the year of our Lord one thousand nine hundred and fourteen by and between Maria Kupper a widow of the County of Douglas and State of Kansas, party of the first part, and The State Savings Bank, Topeka, Kansas, party of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of One Thousand Dollars, to herin hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and its successors and assigns forever, all the following described tract, piece or parcel of land, lying and situate County of Douglas and State of Kansas, to wit: The Southwest Fractional Quarter of Section Six (6) in Township Thirteen (13) Range Eighteen (18) containing One Hundred & Thirty two & One half acres (132 1/2) more or less as per Government survey.

To Have And To Hold The Same, With all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to wit:

First.- Said grantor is justly indebted unto the said party of the second part in the principal sum of One Thousand and Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantor and payable according to the tenor and effect of one certain First Mortgage Real Estate Note No. 2131 executed and delivered by the said grantor bearing date Jan., 2, 1914 payable to the order of The State Savings Bank, Topeka, Kansas. Five years after date, at its Office in Topeka, Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually, on the 2 days of July and January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kansas, at its office in Topeka, Kansas.

Second.- Said party of the first part hereby agrees 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 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 become 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 rents, issues and profits thereof.

Third.- Said party of the first part hereby agrees to keep the 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.- Said party of the first part hereby agrees to procure and maintain policies of fire and tornado insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the holder or holders of this mortgage, to the amount _____ 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 moneys which may at any time become payable and receivable thereon, and apply the same when received to the payment of said note, 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 party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property immediately.

Fifth.- Said party of the first part hereby agrees that if the maker of said note 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 to 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 party of the first part, for said consideration, does hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth.- In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said