

estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least Three Thousand Dollars, for the benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

herein or assigns, as collateral security for the debt hereby secured, and it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the land secured by this mortgage or the holder thereof, and insurance premiums as hereto fore mentioned; then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise

such default; but the omission of the party or parties exercising said option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

"It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent, per annum from the date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and pay the same as the Court may direct.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note in sums of One Hundred Dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum equal to 5% per centum of the amount so paid and credited on said principal note.

The foregoing <sup>covenants</sup> covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the cost and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, The said parties of the first part have hereunto set their hand and seal, on the day and year last above written.

Jefferson D. Martin (SEA)  
J. Ella Martin (SEAL)

State of Kansas, County of Douglas, SS.

Be It Remembered, That on this 6th day of MAY A.D. 1914, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jefferson D. Martin and J. Ella Martin, his wife who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal,  
the day and year last above written.

(SEAL) Term expires Jan 15<sup>th</sup> 1918. Rosa Robinson, Notary Public, Douglas County, Kansas.

Recorded May 11th, A. D. 1914, at 9:20 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. B. Nitzel Deputy.

This Indenture, made the seventh day of May A.D. 1914 between Ida M. E. Breithaupt and John J. Breithaupt, 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 Twenty-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 Northeast quarter ( $\frac{1}{4}$ ) and the East half ( $\frac{1}{2}$ ) of the East half ( $\frac{1}{2}$ ) of the Northwest quarter ( $\frac{1}{4}$ ) of Section Number Fourteen (14), Township Number Fifteen (15), Range Number Twenty (20), East of the Sixth (6th) Principal Meridian in Douglas County, Kansas.

To Have And To Hold the same, with the appurtenances thereunto 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, thier successors, heirs & 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

The following is endorsed on the original instrument.  
I now tell you by these presents, that National Life Insurance Co., the assignee of the interest of

{For assignment see Book 51, Page 455}