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 have the privilege of paying \$100. or any multiple thereof at maturity of coupon due June First, 1016 or any coupon thereafter by giving 50 days notice in writing until the principal is re-duced to not less than \$500., which amount may be paid in one payment, at any interest paying date, by giving notice as above stated.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said parties of the second partitheir successors, heirs and assigns the principal sum of Twenty-five Hundred and no/100 Dollars, on the first day of June, A.D., 1919, with interest thereof at the rate of 5 ber cent, per annum, payable on the first day of December and June in each year, toge ther with interest at the rate of then 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 45215, bearing even date herewith, executed by said party of first part to J. L. Pettyjohn & Co, of Olathe, Johnson County, Kansas, 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 cong tained; then this mortgage to be void, and to be released at the expense of the said R party of the first part, otherwise to bemain in full force and effect.

And the said parties of the first part do here by covenant and agree to pay or the darse to be paid, the principal sum and interest above specified, in manner aforest darsec to be paid, the principal sum and interest above specified, in manner aforescid, together with all costs and expenses of collection, if any thereishall be, and any costs, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attacked by parties other than the mortgagor. 0

And the said party of the first part do further covenent and sgree dutil the debt hereby secured is fully satisfied, to pay all taxes and ascessments levied under the lews of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for nonpayment attaches; there to; elso to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 in insurance companies acceptable to the said parties of the second port, their successors, heirs or assigns, and assign and deliver to them all policies of insurance, on said buildings and the renewals thereof; end in case of failure to do so, the said parties of the second part, their successors heirs 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 psyment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum here by 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 continuence of such default, the said parties of the second part, their successors heirs or assigns, may without notice, declare the entire debt here by secured, immediate stely due and payable , and there-upon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proseed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels. In Witness Whereof, the said parties of the first part have hereunto get their

hands the day and year first above written. In presence of Ida M.E. Breithaupt

J. W. Thomas

R. A. P. 06

Recorded.

mund fu Bout

51, Par 453

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State of Kansas, Douglas County; SS.

Be It Remembered, That on this 8th day of May A.D. nineteen hundred and Fourteen before me, the undersigned, a Notary Public in and for said County and State, came Ida M.E.Breithaupt end John J. Breithaupt, her husband, who are personally known to c me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In TestimOny Whereof, I have hereunto subsoribed my name and affixed my official seal on the day and year last above written My commission expires Nov. 19th, 1914; (SEAL) W.Bristow, Notary Public, Douglas County

Recorded May 11th, A. D. 1914, at 10:17 o'clock A.M.

Hoyd Lawrence Register of Deeds, G. L. Wilfel Deputy.

Kansas.

John J. Breithaupt.

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