

Sixth.-In case of default of payment of any sum here in 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 part agree to pay to the said second party and its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum.

In Testimony Whereof, The said parties of the first part have hereunto subscribed and bed their names and affixed their seals on the day and year above mentioned.

W. P. Yost (SEAL)
Mary L. Yost (SEAL)

State of Kansas, Shawnee County, SS.

Be It Remembered, That on this 25th day of September A.D. nineteen hundred and fourteen before me, a Notary Public in and for said County and State, came W. P. Yost and Mary L. Yost his wife who are personally known to 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 subscribed my name and affixed my official seal on the day and year last above written.
My commission expires Nov. 22-1915 (SEAL) Curt Bergmann, Shawnee County, Kansas.

Recorded Sept. 30th. A.D. 1914, at 9:35 o'clock A.M.

Flavel Lawrence
Register of Deeds,
Geo. C. Wytel, Deputy.

This Indenture, Made this 26th day of September in the Year of our Lord one thousand nine hundred fourteen, by and between John C. Hogg and Olive E. Hogg, his wife of the County of Shawnee, and State of Kansas, parties of the first part, and W. M. Forbes & Co. parties of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Sixteen hundred & No/100 Dollars, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm, unto the said parties of the second part, and their heirs and assigns, forever, all the following described tract, piece, or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit:

The Northeast quarter (NE $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) less Ninety-five (95) feet off of the North side of said Northeast quarter (NE $\frac{1}{4}$) of said Southeast quarter (SE $\frac{1}{4}$) Also the Northwest quarter (NW $\frac{1}{4}$) of the Southeast quarter (SE $\frac{1}{4}$) and ninety-five (95) feet off the Southwest quarter (SW $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) all in Section one (1), Township twelve (12), Range Seventeen (17), in all eighty acres more or less.

- To Have And To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said parties of the second part, and to their heirs and assigns, forever.

And the said parties of the first part do hereby covenant and agree, that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of the parties of the second part, their heirs 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 John C. Hogg and Olive Hogg, his wife justly indebted unto the said parties of the second part in the principal sum of Sixteen hundred & No/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said parties of the second part to the said John C. Hogg and Olive Hogg, his wife and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered _____, executed and delivered by the said John C. Hogg and Olive Hogg, his wife bearing date September 26th, 1914, and payable to the order of the said W. M. Forbes & Co. five years after date, at Topeka, Kansas, with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 26th days of March and September in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to one said principal note, and of even date herewith, and payable to the order of said W. M. Forbes & Co. at Topeka, Kansas.

Second. Said parties of the first part hereby agree 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 parties of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of moneys herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amounts so paid shall be 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 the rents, issues and profits thereof.

(The following is entered on the original instrument)
Know All Men by these Presents, That W. M. Forbes & Co. the within named, does hereby acknowledge full payment of the Note by the foregoing mortgage secured by authorizing the Register of Deeds of Douglas County, Kansas to discharge the said of Hogg. (On Witness Mary L. Hogg stands at our table, in ad- 1st day of April, A.D. 1916
By Geo. C. Wytel, Member of firm