

be void, and to be released at the expense of the said parties of the first part, or otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall be a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenant and agree to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and to keep the buildings in good repair and insured to the amount of \$1000-00/100 in insurance companies acceptable to 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 therefore, 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 parties 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, by receiver or otherwise, as it may elect, and to the subsequent rent and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed 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 set their hands the day and year first above written.

Fred Kahn
Kate Kahn.

State of Kansas, County of Douglas, SS.

On this 30th day of September A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Fred Kahn and Kate Kahn husband and wife to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.
My commission expires Jan'y 19, 1918. (SEAL) Geo. L. Kreeck, Notary Public.

Recorded Oct. 1st A.D. 1914, at 3:15 o'clock P.M.

Phyllis Lawrence
Register of Deeds,
Geo. B. Nijel Deputy.

This Indenture, Made this 9th day of April in the year of our Lord one thousand nine hundred and fourteen, between Albert F. Neis and Anna M. Neis, his wife of Palmyra Twp in the County of Douglas and State of Kansas of the first part, and Peter Brecheisen party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Three Thousand Dollars, then duly paid, the receipt of which is hereby acknowledged have sold, and by these presents do Grant, Bargain, Sell and Mortgage to the said party of the second part, his heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to-wit:

The Southeast Quarter of Section Eight (8) Township Fifteen (15) Range Twenty-one (21) With appurtenances and all the estate, title and interest of the said parties of the first part therein. 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, whatsoever.

This Grant is intended as a mortgage to secure the payment of the sum of Three Thousand Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the ninth day of April 1919, to the order of said second party, with interest thereon at the rate of 5 per cent. per annum payable annually; both principal and interest being payable in lawful money of the United States of America. Privilege given to pay any amount of \$300.00 or more at any interest payment date.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and shall be lawful for the said party of the second party,

Recorded Oct. 1st 1914
Geo. B. Nijel
1915
October 1st 1915
The following is a carbon copy of the original instrument
The first account of this mortgage has been paid in full
mortgage is hereby withdrawn cancelled this 3rd day of
October 1st 1915
Geo. B. Nijel
Recorded
April 18th 1917
Geo. B. Nijel
Register of Deeds
The following is a carbon copy of the original instrument
The first mortgage has been paid in full
it is hereby withdrawn cancelled this 3rd day of
April 1917
Geo. B. Nijel