

default in the 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 rents 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 judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Jane Fitzpatrick

State of Kansas, County of Douglas, ss.

On this 12th day of August A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jane Fitzpatrick, a widow to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that she executed the same as her 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. (SEA)

Geo. I. Kreek, Notary Public.

Recorded Oct. 21st, A.D. 1914, at 2:15 o'clock P.M.

Dwight L. Lawrence
Register of Deeds,
Geo. C. Neff Deputy.

This Indenture, Made this 1st day of July in the year of our Lord one thousand nine hundred and fourteen by and between Maria Kupper, widow, Barbara M. Schmitz and John R. Schmitz her husband and William F. Kupper a single man and Elizabeth Kupper a single woman and Lawrence Kupper a single man of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a corporation, party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred Dollars to them in hand paid by the said party 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 party of the second part, and to its successors and assigns, forever, all of the following described tract, piece or parcel of land, lying and situated in County of Douglas and State of Kansas, to-wit:

The South East One Quarter of Section Eleven (11) Township Thirteen (13) Range Seventeen (17).

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 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 quite and peaceable possession of the 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 grantors are justly indebted unto the said party of the second part in the principal sum of Eighteen hundred 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. 2198 executed and delivered by the said grantors bearing date July 1, 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 & one half per cent per annum, payable semi-annually, on the 1 day of July and Jan'y in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said principal 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 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 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 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.

Third.- Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same

Recorded - August 5, 1914
Filed in Office of
Register of Deeds

The following is outlined on the original instrument:
The mortgage is made by Maria Kupper, widow, Barbara M. Schmitz and John R. Schmitz her husband and William F. Kupper a single man and Elizabeth Kupper a single woman and Lawrence Kupper a single man of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a corporation, party of the second part. The mortgage is made for the purpose of securing the payment of the principal sum of Eighteen hundred 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. 2198 executed and delivered by the said grantors bearing date July 1, 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 & one half per cent per annum, payable semi-annually, on the 1 day of July and Jan'y in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said principal 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.