This Indenture, Made this 16th day of October in the year of our Lord nineteen hundred and fourteen by and between D. K. Henry and Delia L. Henry, husband and wife, of the County of Douglas and State of Kanske, parties of the first part, and The Merriam Mortgarge Commany, party of the second part:

528

Soundary, party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of Six Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargein, Sell and Convey unto the said party of the second part, its successors and assigns, all off the following real estate, situate ed in the County of Dougles and State of Kansas, to with

ec in the County of Douglas and State of Kansas, to with The Northwest Quarter of Section Twenty Four (24), the North half of the South-. east Quarter of Section Twenty Three (23), and the East Sixty (60) Acres of the Northeast Quarter of Section Twenty Three (23); All in Township Twelve (12), Range Seventeen (17) East of the 6th P.M.

To Have And To Hold the same, with all and singular the bereditaments and appurtenances thereinto belonging or in anywise appertaining, and all rights of homeste.d 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 horeby dovernant 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 inounbrances, and that they will warrant and defend the same in the quiet and packaeble poncession of said party of the second part, its successors and assigns, forever, against the lawful claims of all percons whomscever.

Provided, Always', and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Six Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of November, 1921, to the order of the said party of the second part with interest thereou at the rate of six per cent. per annum, payable semiannually, on the first days of May and November in each year, according to the terms of interest notes thereunto attached; both principal and interest end all othe indebtedness accruing hereunder being payable in lawful money of the United States of America', at Liberty National Bank, New Yorf, N.Y., or at such other palce as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

Recorded

million

3 Pm

ch.

1

12

đ

240

22.

C'r

8

Decond. That the raid parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildinge which are now or may hereafter be upon the premises unceasingly insured to the amount of Eighteen Hundred Dollars, in insurance companies acceptable to the party of the second part with polidies payable to it in case of loss to the amount then secured by this mortgage; to absign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied is either on the indebtedness secured hereby or in rebuilding.

Third, That the 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 may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be seoured by this mortgage, and may be recovered, with interest st ten per cent. in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgement rendered shall provide that the whole of said real estate be sold together and not in parcels.

Fourth. That in case of default of may of the covenants or agreements herein contailed, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all indebtedness for secured hereby, and the said party of the second part is emittled to the possession of said property, by receiver or otherwise, as it may elect. Fifth. That the said parties of the first part hereby agree to pay all taxes and

assessments, general or special, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby; without regard to any law heretofore en-acted, imposing payment of the whole or a any part threpf, upon the party of the second part, and that upon violation of this underatking or the passage by the State of competant jurisdiction of a decision that the undertaking by the part parties of the first part as herein provided, to pay the taxes or assessments is legally inoperative', then, and in any such event, the debt hereby secured, without deduction, shall, at the option of the party of the second part, become immediately due and collectible, nothwithstanding arything contained in this mortgage or any law hereafter enacted. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish ennually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all taxes and assessments.

Sixth. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the