

This Indenture, Made this 30th, day of November, A.D. Nineteen Hundred and fourteen by and between, Stephen H. Hennessey and Orpha D. Hennessey, husband and wife in the County of Shawnee and State of Kansas, parties of the first part, and The Farm Mortgage Company (Incorporated under the laws of Kansas), located at Topeka Kansas, party of the second part;

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Two Thousand and No/100 Dollars, to them in hand paid by the 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 legal representatives and assigns forever, all of the following described tracts, pieces, or parcels of land, lying and situate in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Six (6) in Township Twelve (12), south, Range Eighteen (18), east of the Sixth (6th) Principal Meridian, except a tract of land described as follows: Beginning at the Northeast corner of said Quarter Section thence south Twenty-eight and One half Rods (28 $\frac{1}{2}$); thence West Eighty-four (84) rods; thence North Twenty-eight and one half (28 $\frac{1}{2}$) rods; thence East Eighty-four and One Half (84 $\frac{1}{2}$) rods to the place of beginning; and also Seven Acres described as follows: Beginning at the Southwest corner of Section Thirty-one (31) in Township Eleven (11), South, Range Eighteen (18), East of the Sixth (6th) Principal Meridian; running North Sixty-two (62) rods on the West line of said tract; thence East Eighteen (18) rods; thence South to South line of said tract; thence West on said line to beginning.

The above described land contains One Hundred Twenty Seven and Seventy-seven One Hundredths (127.77) acres.

To have and to hold the same, With all and singular the hereditament and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its legal representatives and assigns forever. And the said parties of the first part do hereby covenant and agree, at the delivery hereof, to be 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 said party of the second part, its legal representatives 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 parties of the first part are justly indebted unto the said party of the second part in the principal sum of Two Thousand and no/100 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 parties of the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note No. 2267 executed and delivered by the said parties of the first part, bearing date November 30th, 1914, and payable to the order of the said The Farm Mortgage Company December 1st, 1921, at the office of the said Company, in Topeka, Kansas, with interest thereon from December 1st, 1914, until maturity, at the rate of six per cent per annum, payable semi-annually, on the first days of June and December in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by fourteen coupons attached to said principal note, and of even date therewith, and payable to The Farm Mortgage Company, or bearer, at the office of said Company 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 all interest coupons, 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 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, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

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 are in at this date, and to abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth.- The said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Six hundred Dollars, loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same, when received, to the payment of said notes together with the costs and expenses incurred in collecting said insurance; or may elect to have the buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth.- Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal

Recorded May 12th 1922
William F. Hennessey, Sheriff
By J. R. Hennessey

The following is endorsed on the original instrument:
The amount secured by this mortgage has been paid in full and the same is hereby canceled this 10th day of May 1922
J. R. Hennessey
By J. R. Hennessey, Sheriff