

Witnesseth, that the said party of the first part, in consideration of the sum of Fifteen Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Southeast Quarter of the Southeast Quarter of Section Sixteen (16) in Township Fifteen (15) of Range Twenty one (21), containing 40 acres.

ship Fifteen (15) of Range Twenty one (21), containing 43 acres.  
To Have and to Hold the same, with appurtenances thereto belonging or in anywise  
appertaining, including any right of homestead and every contingent right or estate  
therein, unto the said party of the second part, its successors and assigns forever;  
the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Fifteen Hundred Dollars, on the first day of February, A.D. 1920, with interest thereon at the rate of six per cent. per annum, payable on the first day of February and August in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note bearing even date herewith, executed by the said party of the first part, and payable at the office of said company, in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void and to be released at the expense of said party of the first part,

mortgage to be void and to be released at the expense of said party of the first part, and the said party of the first 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, charges, or attorney's fees incurred, and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$\_\_\_\_\_ in insurance companies acceptable to the said party of the second part, its successors or assigns, 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 therefor, with interest thereon, from 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 party 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, 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 have hereunto set their hands the day and year first above written.

William K. McCall  
Phoebe E. McCall

State of Kansas, County of Franklin, ss.

On this 19th day of February, A.D. 1915, before me, A Notary Public, in and for said County, personally appeared William K. McGill and Phoebe E. McGill his wife to me known to be the persons named in and who executed the foregoing instrument, and acknowledged, that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.  
My commission expires January 17th, 1918 (SEAL) H. A. Reed, Notary Public.

Recorded Febr. 20th, A.D. 1915, at 10:05 o'clock A.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. L. Nebel Deputy.

Recorded Jan. 24<sup>th</sup> 1920  
Wm. H. D. D. D.  
 Registrar of Deeds.

[illegible]

The following is indorsed on the original instrument.

Recorded Jan. 28 - 1922