

together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said 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 become 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 keep the buildings in good repair, and insured to the amount of \$1500.00 in insurance companies acceptable to said party of the second part, its successors or assigns, and to 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 and 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, That said parties of the first part have hereunto set their hands the day and year first above written.

S. P. Byrd  
Elizabeth Byrd  
Eugene Byrd

State of Kansas, County of Douglas, ss.

On this 18th day of Febr., A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, personally appeared S.P. Byrd, Elizabeth Byrd, husband and wife and Eugene Byrd, 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.

Geo. L. Kreeck, Notary Public.

Recorded Febr. 20th, A.D. 1915, at 1:35 o'clock P.M.

*David L. Lawrence*  
Register of Deeds,  
*Geo. C. Neft* Deputy.

~~This indenture, made this 2nd day of October in the year of our Lord, one thousand nine hundred and eleven between J. H. Berry and Rose Berry his wife, R. T. Berry and Gertrude M. Berry his wife, G. B. Berry and Kate Berry his wife, J. A. Berry and Ester Berry his wife, W. E. Berry a single man and R. A. Berry a single man parties of the first part, and Margaret Ann Berry party of the second part:~~

~~Witnesseth, that the said parties of the first part, for and in consideration of the sum of one Dollar to them duly paid, have sold, and by these presents remise, release and Quit-Claim unto the said party of the second part her heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, and described as follows, to-wit: Beginning at the North East corner of the North West quarter of the South West quarter of section Thirty Six (36) Township Twelve (12) Range Seventeen (17), thence West Forty (40) rods to a stake; thence South Thirty-six (36) rods to old Creek bed; thence East Twelve (12) rods North bank of Deer creek; thence down said north bank with meandering of said creek to where the east line of said North West quarter of the South West quarter of said Section crosses said creek, thence North thirty-two (32) rods to place of beginning, containing eight acres, more or less.~~

~~Also the West one-half of the North West quarter of the South West quarter of the Section Thirty-six (36) Township Twelve (12) South of the base line of Range Seventeen (17), East of the Sixth Principal Meridian, with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein, To Have And To Hold all and singular, the above described premises, together with the appurtenance, unto the said party of the second part her heirs and assigns forever.~~

~~In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year above written.~~

J. H. Berry  
Rose Berry  
F. T. Berry  
Gertrude M. Berry  
J. A. Berry  
Mrs Esther Berry