note represents a just indebtedness and an actual loan from the party of the second 💥 note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the cove-nants herein contained; then this mortgage to be void, and to be released, at the ex-pense of the said parties of the first part, otherwise to remain in full force and

effect. And the said parties of the first part do hereby covenant and agree to pay, or oause 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, incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part 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 lied or incumbrance on the premises hereby conveyed, and any sums so paid shall become, a lien upon the phote described real estate and be secured by this mortgege, 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 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 prop-erty; also to abstain from the commission of waste on said premises and keep the build-ings in good repair and insured to the amount of \$5,000.00 in insurance companies acings in good repair and insured to the amount of \$5,000.00 in insurance companies ac-ceptable to the said party of the second part, its successors or assigns, and to as-sign and deliver to it or them all policies of insurance on said buildings, and the renewlas thereof; and in case of failure to do so, the said party of the second 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 par cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby

And the said parties of the first part fo further covenant and agree that in case of default in the payment of any installment of interest, or in the performance of any of the covenants or agreement 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 elept, 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 mort gage; and in case of foreclosure, the judgement rendered shall provide that the whole od said premises be sold together and not in parcels.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the cay and year first above written.

Emil Schmidt Anna Schmidt.

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State of Kansas, County of Douglas, SS. On this 1st day of July A.D. 1915, before me, the undersigned, a NOtary Public in and for sedd County and State, personally appeared Emil Schmidt and Anna Schmidt husbAnd and wife, to me personally known to be the same persons named in and who executed the foregoing instrument, and ecknowledged 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.

My commission expires Jan'y 19, 1918.(SEMD) Geo. L. Kreeck, Notary Public.

Recorded July 8th., A.D. 1915, at 2:05 o'clock P.M.

A L'awrence Register of Deeds, Gu. 6, West Deputy.

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This Indenture, Made this 1st day of July A. D. 1915, hetween Emil Schmidt and Anna Sohmidt, husband and wife, of the County of Douglas and State of Kansas parties of the first part, and The Farmers Loan & Trust Company, a corporation under the laws of the State of Kansas, located at Lawrence, Doglas County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Seven Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of whereof is hereby acknowledged,

Douglas end State of Kansas, to-witi-The Southeast Quarter (‡), Section Number Thirty-one (31), Township Thirteen (13) South of Range Number Twenty-one (21), E. of the 6th P.M., containing 160 acres, more or less.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or anywise appertainanty, including any right of nomestered and every contingent right of estate therein, unto the said party of the second pArt, its successors or assigns for-ever; and the said parties of the first part, hereby coverant that at the celivery here of they are lawfully seized of said premises, that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful

olaims of all persons whomsoever, PROVIDED, HOWEVER, That if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the prin-cipal sum of Seven Thousand Dollars on the 1st day of July A.D. 1920; with interest