

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 The Mutual Benefit Life Insurance Company, in Newark, New Jersey; 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, otherwise to remain in full force and effect.

And the said party of the first part 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 costs, charges or attorney's fees incurred and paid by the said 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 legal 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, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the satisfaction of the said party of the second part, its successors or assigns, by policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the 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 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 party of the first part do further covenant and agree that in case 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 A. McPheeters
Bertha A. McPheeters,

State of Kansas, County of Douglas, SS.

On this 16th day of October A.D. 1915, before me, a Notary Public, in and for said County, personally appeared William A. McPheeters and Bertha A. McPheeters, 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 May 15 / 1919 (SEAL)

W. M. Clark, Notary Public.

Recorded Octv, 29th., A.D. 1915, at 10:16 o'clock A.M.

Floyd L. Lawrence
Register of Deeds
Deputy.

THIS INDENTURE, Made the 31st day of July, A.D. 1915, between Harvey B. Peairs and Carrie E. Peairs, husband and wife, of the County of Douglas and State of Kansas; party of the first part and Kansas-Nebraska Loan and Trust Company, a corporation under the laws of the State of Kansas, located at Holton, Jackson County, Kansas, party of the second part,

WITNESSETH, That the said Party of the first part, in consideration of the sum of (\$3,000.00) Eight thousand and no/100 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 East one-half of the South East Quarter of Section number Twenty-three (23), and the West half of the South West Quarter of Section number Twenty-four (24), and the North West Quarter of Section number Twenty-five (25), and all the above described land being situate in Township number Thirteen (13), of Range number Twenty (20); and containing in all Three hundred twenty (320) 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 or assigns, forever; and the said party of the first part hereby covenant that at the delivery hereof 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 Eight thousand and no/100 Dollars, on the first day of August, A.D. 1920, with interest thereon at the rate of 5 $\frac{1}{2}$ 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 maturity, or upon default in the payment of any interest or failure to perform any of the covenants contained in this mortgage, according to the

Recorded Oct 29th. 1915
Floyd L. Lawrence
Register of Deeds
Deputy

For acknowledgment see Book 57, Page 404

Recorded July 13 - 1917
Floyd L. Lawrence
Register of Deeds
Deputy