

Warranty. said party of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owner_ 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 successors and assigns, forever, 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 (\$9500.00) Ninety Five Hundred Dollars, on the first day of January A.D., 1921, with interest thereon from December 1, 1915 at the rate of five per cent. per annum, payable on the first day of July and January 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 to the order of the said THE TRAVELLERS INSURANCE COMPANY, at its office in Hartford Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void, otherwise to remain in full force.

Covenants.

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, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part or its assigns, shall, at its or their option, be entitled to be subrogated to, any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

To pay
taxes.

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 hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$1500.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and 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 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.

To insure
etc.

Default
for Non-

And the said party of the first part do 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 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 at its or their option, 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, 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 judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

Surrender of Posses sion.

And it also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

Renewal.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewals, principal or interest notes that may hereafter be given, in the event of an extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

IN WITNESS WHEREOF the said party of the first part have hereunto set their hands the day and year first above written.

Certifi-
cate of
Acknowl-
edgement.

J. F. Metsker
Zora Metsker
Martin W. Metsker
MARY E. Metsker

State of Kansas, County of Osage, SS.

BE IT REMEMBERED, That on this 26th day of November A.D. 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Martin W. Netsker, and Mary E. Netsker, his wife; and J. F. Netsker,

The following is enclosed on the original instrument
The Traveler Insurance Company, the mortgage herein named, then hereby
acknowledges payment of the full sum of the foregoing mortgage, and
surrenders the right of Bader & Douglas County, Kansas, to discharge the same
in Western Union. The said Company has caused these presents to be signed by its
Vice President and its Common seal to be affixed, this 19th day of December, A.D. 1936.

The Traveler Insurance Company.
By J. L. Howard Vice President
Conf Seal
Filed 11-1-36

THIS INSTRUMENT
WAS FILED FOR
RECORD IN THE
OFFICE OF THE
COUNTY CLERK
OF THE COUNTY OF
KANSAS, THIS
19th day of
December,
1936.
HAROLD A. BAKER
COUNTY CLERK