THIS MORTGAGE, made the 12th day of February, A.D. 1916 between J. E. Haverty, and Sadie J. Haverty, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part, WITMESSETH, That Whereas the said parties of the first part are justly indebted to the said The PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum

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Register of Deed

WITNESSERH, That mereas the ball parties of AMERICA for money borrowed in the sum to the said The PRUENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of Thirty Eight Hundred Dollars, to secure the payment of which they have executed one promissory note, of even date herewith, payable on the 14th day of February, A.D. one promissory note, of even date herewith, payable on the 14th day of February, A.D. 1921, being principal note, which note bears interest from February 14th, 1916 at the rate of five per centiper annum, payable semi-annually, and evidenced by ten interest rate of five per centiper annum, payable semi-annually, and evidenced by ten interest

Table of five per date therewith, thereto attached, All of skid notes are executed by the said parties of the first part, and bear interest after maturity at the rate of fam per cent, per annum, payable annually, ura til paid, and are nede payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, at its office in Newark, New Jersey.

NOW, THERFFORE, THIS INDENTURE WITNESSERH: That the said parties of the first NOW, THERFFORE, THIS INDENTURE WITNESSERH: That the said parties of the first of the money aforesaid and interest thereon eccording to the tenor and effect of the said promissory notes showe mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by all the greesents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, sit-

uated and being in the County of Douglas, and State of Kansas, to wit: The West helf (W1) of the Southwest Quarter (SW1) of Section Nine (9), Township Thirteen (13) South, of Range Twenty-one (21), East of the Sixth Principal Meridian, containing Eighty (80) acres.

containing Eighty (50) scres. And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to say all taxes and assessments against sold premises when they become due; and agree that when any taxes or assessments shall be made. upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is siteated, the parties of the first part will pay such taxes or assessments when the same become due and payshle; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least Fifteen Hundred dollars, for the abal remain unpaid, and take the policy of insurance payshle to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreolosed at any time after such default; but the ommission of the party of the second part, or said second exercise this option at any time or times shall not preduce said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that sold party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent, per anum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogsted to any lien, claim or demend paid or discharged with the money loaned and edvanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior or senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage, and bear interest at the rate of the part of the second part of the lien of this mortgage, and

bear interest at the rate of ten per cent. per annum. In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not them matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue. IN WITNESS WHEREF, the said parties of the first part have hereunto set their

hands and seals on the day and year first above written. J. E. Haverty (SFAI

J. E. Haverty (SEAL) Sadie J. Haverty (SEAL)