foregoing instrument as its Vice President, and acknowledged to me that he executed to the same as his free and voluntary act and deed, and as the free and voluntary act of and deed of said corporation, for the consideration, uses and purposes therein set forth, and acknowledged the execution of the same.

IN WIINESS WHEREOF, I have hereunto set my hand and affred my official seal the day and year lest above written.

commission expires April 29th, 1916. (SEAL) Catherine Scanlon, Notary Public Mv Within and for Jackson County, Missouri.

D.

y L. Lawrence Register of Deeds, Gue, 6. Merzel

Deputy

Recorded Feb. 24th. A.D. 1916, st 10:20 o'clock A.M.

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> This Indenture, Made this first day of February A.D. 1916 between C. B. Hosford and Helen Hosford, his wife of the County of Douglas and State of Kausas, party of the first part, and J. L. Pettyjohn & Co., of Olathe, Johnson County, Kansas, parties of the second part ..

WITNESSETH, that the said party of the first part, in consideration of the sum of Fifteen Hundred and no/100 Dollars, in hand paid, the releipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real es-tate in the County of Douglas and State of Kansas, to-wit:

- The Southwest quarter $(\frac{1}{2})$ of the Southwest quarter $(\frac{1}{2})$ of Section Number Four (4), Township Number Fourteen (14), Range Number Twenty (20), East of the Sixth (6th) Principal Monidian in Douglas County, Kansas.

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 parties of the second part, their successors, heirs or assigns er; the intention being to convey and absolute title in fee to said premines. AND THE SAID party of the first part hereby covenants that they are lastally forev er:

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 and against the lawful claims of all persons whomsoever.

Makers reserve the option to pay this note at maturity of coupon due August First 1916, or any coupon thereafter by giving thirty (30) days notice.

PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause to be paid, to the said parties of the second part, their successors, heirs or assigns the principal sum of Fifteen HUndred and no/100 Dollars, on the first day of February AS D. 1921, with interest thereon at the rate of six per cent, per annum, payable on the first day of August and February in each year, tagether 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 psyable, according to the tenor, and effect of a promissory note No 49495, bearing even date herewith executed by said party of the first part to J. L. Pettylohn & Co., of Olethe, Johnson County, Kaneks, and shall perform all and singular the covenants herein contained; then this mortgine to be void, and to be released at the expense of the said party 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 cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and perpenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when staaked by parties other than the mortgagor. And the said party of the first part do further overant and agree until the debt

hereby secured is fully satisfied, to pay all 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, before any penalty for non-payment attuches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in insurance companies acceptable to in good repair and insured to the amount of \$. the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals ther of; and in case of failure to do so, the said parties of the second part their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or ef-fect 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 collecible 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 of 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 parties of the second part, their subcessors heirs or assigns, may without notice, declare the entire debt hereby secured, immedistely due and payable, and there-upon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to 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 WHEREDF, the said parties of the first part have hereuntd set their hands C. B. Hosford the day and year first above written. In presence of, W. Roy Martin. Helen Hosford.