A. D. 1921, with interest thereon at the rate of $5\frac{1}{2}$ per cent, per annum, payable on the first day of August and Pebruary 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, No. 49495, bearing even date herewith, executed by said party of the first part to J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson' County, Kansas, and shall perform all and singular the covenants herein com tained; then this mortgage to be void, and to be released at the expense of the said first party of the first part, otherwise to remain in full force and effect.

And the said Part_ 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 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 attacked by parties other than the mortgagor. And the said party of the first part do further covenant 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 attaches thereto; also to abstain from the commission of waste of said premises, and keep the buildings thereon in good repair and insured to the amount of \$ ____ in insurance companies acceptable to 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 effect such insurance; and the amounts so paid therefor, with interest thereon, from the date of payment at the rate of ten per cent per annum, shall be collectible with,

as part of, and in the same manner as, the prinsipal 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 succe sors heirs or assigns, may without notice, declare the entire debt hereby secured, immediate ly due and payable, and thereupon or in case of defualt in payment of said promissory note at maturity the said parties of the second part, their successors, heirs or as-signs shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall pro-vide that the whole of 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 day and year first above written. In Presence of W. Roy Martin Marie Saile

Edmund T. Arnold Maude M. Arnold

5

Serg

mere

Estable 1

State of Kansas, Douglas County, SS. Be it remembered, That on this 25 day of February A.D. nineteen Hundred and Sixteen before me, the undersigned, a notary public in and for said County and State, came Edmind T. Arnold and Maude M. Arnold, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. (SEAL) C. B. Hosford, Notary Public, Douglas My commission expires May 21, 1918.

Recorded Feby 25th A.D. 1916 at 10:15 o'clock A.M.

Hoya L Lawrence Register of Deeds.

County, Kansas.

239

THIS INDENTURE, Made this 1st day of February A.D. 1916 by and between Thomas E. Hill, and Tessie D. Hill, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation under the laws of Kansas, located at Topeks, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in embideration of the sum of Twenty-Two Hundred and fifty Dollars to them in hand paid; the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit: The West Fifty (50) acres of the North Half of the Northwest Quarter of Section

numbered Thirty-four (34), Township numbered Fourteen (14), Range numbered Twenty (20), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditaments and appur penances thereunto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right or estate therEin, unto the said party of the second part, its successors and assigns, forever; the intention being to convey an absolute title in fee to said premises. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of nereby covenant and agree that at the certvery nervor, may are the rawled owners of the premises above granted, and seized of a good and indefeasible estate of inheritano therein, free and clear of all incombrances, 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.