

Provided, Always, and these presents are upon the following covenants and conditions, to wit:

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of Twenty-Two Hundred Fifty Dollars, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, to the order of said second party, with interest thereon from February 1, 1916 until maturity, at the rate of six per cent per annum, payable semi-annually on the first days of August and February in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the United States of America, at the office of the Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent, interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent, per annum, and this mortgage shall stand as security therefor.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved of by said second party, for the benefit of said second party, or assigns, in the sum of not less than _____ Dollars and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance and recover of said first party the amount paid therefor with interest at ten per cent, per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. IN case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said parties agree to pay to the said party of the second part, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to possession of said property by receiver or otherwise as it may elect, It is agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the first part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if the taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenants against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Thomas E. Hill (SEAL)
Tessie D. Hill (SEAL)

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 24 day of February A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas E. Hill and Tessie D. Hill, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
Term expires May 15, 1919. (SEAL)

W. M. Clark, Notary Public.

Recorded Feb'y. 26th., A.D. 1916, at 1:10 o'clock P.M.

Floyd L. Lawrence
Register of Deeds.
Deputy

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Recorded March 28th 1916
E. C. Hill & Wife

The following instrument is a mortgage made by Thomas E. Hill and Tessie D. Hill, his wife, to Pioneer Mortgage Company, of Topeka, Kansas, for the sum of Twenty-Two Hundred Fifty Dollars, with interest thereon from February 1, 1916 until maturity, at the rate of six per cent per annum, payable semi-annually on the first days of August and February in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the United States of America, at the office of the Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent, interest after due.