or sums of principal or interest due and unpaid on said prior mortgage, and on such , payments shall be subrogated to the rights of the rightmast the prior or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a line on said premises and be secured by this mortgage.

If default shall occur in the paymant of any sum or sums hereby secured, or the payment of any partion of the principal or interest on said prior mortgage, or in payment of the taxes on said promises when due, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed. WITNESS OUR HANDS, This 19th day of April, 1916.

Joseph G. Cummings Mabel E. Cummings

Lawrence

Deputy.

THE REAL PROPERTY.

State of Kansas, Douglas County, SS.

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Seconded.

BE IT REMEMBERED, That on this 19th day of April, 1916, before me, a Notary Publio in and for said County and State, came Joseph G: Cummings and Mabel E. Cummings, husband and wife, to me personally known to be the same persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as their voluntary act.

IN TESTIMONY WHEREDF, I have herounto set my hand and seal, the day and year last above written.

My commission expires Feb. 27th .1917(SEAL) Henry G. Parsons, Notary Public.

Recorded April 28th., A.D. 1916, at 4:10 o'clock P.M.

THIS DIDENTURE, made the first day of April A.D. 1916 between A. H. Sheeley and Louie Sheeley, his wife, of the County of Douglas endi State of Kansas, party of the first part, and J. L. Pettygohn & 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 Three Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby ack nowledged, 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 estate in the County of Douglas and State of Kansas, to-wit:

estate in the County of Douglas and State of Kansas, to-wit: The East half $(\frac{1}{2})$ of the Southeast quarter $(\frac{1}{2})$ of Section Number Eighteen (18), Township Number Fifteen (15), Range Number Twenty-one (21), East of the Sixth (6th) Principal Meridian 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 and assigns forëver; the intention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenants that they are lawfully selzed of said premises and have good right to convey the same; that said premises are free and clear of all incombrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever, Makers have the privilege of paying \$100. or any multiple thereof at maturity of coupon due April 1st, 1917 or any coupon thereafter by giving 60 days notice in writing until the principal is reduced to not lees than \$500, which amount may be paid in one payment, at any interest paying date, by giving notice as above stated.

Ing ance, oy graing notice as above stated. PROVIDED, HOWEVER, that if the soid 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 Three Thousand and no/100 Dollars on the first day of April, A.D., 1921, with interest thereon at the rate of five per cent, per annum, payable on the first day of October and April 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 promissory note No_____, bearing even dato herwith, 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, Johnsoni County, Kansas; end shall perform all and singular the covenants herein contained; then this mortgage 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.

party of the first part, otherwise to remain in full forme 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 stove specified, in manner aforesaid, together with the 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

And the said party of the first part do further covenant and agree until the datt 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 mortz-ke, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000.00 in insurance companie: acaptable 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 remeals thereof; and in case of failure to do so, the said parties of the second part, that successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect