

the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors 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 WHEREOF, The said party of the first part have hereunto set their hands the day and year first above written.

Witnesses:
Will W. Hazen
E. J. Hilkey

Basil ^{his} X Staggers
mark
Elizabeth Staggers.

State of Kansas, County of Douglas, SS.

On this 27th day of May, 1916, before me, the undersigned, a Notary Public, personally appeared Basil Stagers and Elizabeth Stagers, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

WITNESS my hand and official seal the day and year last above written.
My commission expires September 15, 1918. (SEAL)

E. J. Hilkey, Notary Public.

Recorded May 27th., A.D. 1916, at 3:20 o'clock P.M.

Hoyd L. Lawrence
Register of Deeds,
Geo. C. Metzger
Deputy.

THIS INDENTURE, Made this 25th day of May, A.D. 1916, between Basil Staggers and Elizabeth Staggers, his wife, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and Farmers Loan & Trust Company, a corporation, of Kansas City, Missouri, party of the second part,

WITNESSETH: That the said party of the second part, in consideration of the sum of Fifty & 00/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas and State of Kansas, to-wit:

All of the Northwest quarter ($\frac{1}{4}$) of the Southeast quarter ($\frac{1}{4}$) of Section number Thirteen (13), Township number Thirteen (13), Range Twenty (20), East of the 6th P.M. containing Forty Acres, Subject to a mortgage of One thousand (\$1000.00) Dollars, in favor of Farmers Loan & Trust Company, Kansas City, Missouri.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead 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 party of the first part hereby covenants that they are lawfully 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 against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Fifty and no/100 Dollars, for money borrowed according to the tenor and effect of three certain principal promissory notes numbered 1-2-3, bearing even date herewith, May 25th, 1916 for the sum of Sixteen & 67/100 Dollars, (\$16.67), payable on the first day of May, 1917- 1918- 1919, with interest after maturity at the rate of eight (8%) per cent., with interest thereof from date until maturity at the rate of ____ per cent per annum, payable ____ Annually on the ____ days of ____ and ____ in each year, according to interest coupons attached to said note, both principal and interest payable to the order of the said party of the second part at its office in Kansas City Missouri, in lawful money of the United States of America. Said Note ____ further provide that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders, become due and payable, and both principal and interest are to bear interest at the rate of eight per cent per annum after maturity. and 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.

And the said party of the first part does 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 be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does 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 on said premises, and keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$_____ against loss by fire, and not less than \$_____ against loss by wind-storms or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; and in