

a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum.

THIRD.-Said parties of the first part hereby agree to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date and to permit no waste on said premises until the note hereby secured is fully paid.

FOURTH.-Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the said party of the second part, to the amount of _____ Dollars, loss, if any, payable to the mortgagee or its assigns.

Fifth.- Said parties of the first part agree that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

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

Charles E. Sutton
Elizabeth W. Sutton.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 3rd day of July A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles E. Sutton and Elizabeth W. Sutton, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Rosa M. Wilks, Notary Public.

Recorded July 3rd, A.D. 1916, at 9:30 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Wright
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That John Burcheding and Lena Burcheding his wife of the County of Jackson State of Iowa in consideration of the sum of Five Hundred and no/100 Dollars in hand paid by G. A. Erickson of New Albin, Allamakee County and State of Iowa do hereby sell and convey unto the said G. A. Erickson the following described premises, situate in Douglas County, Kansas, to-wit: Beginning five (5) rods North of the southeast corner of the Southeast Quarter of Section No. Thirty four (34), Tp. 13, Rg. 19; thence west and parallel with Section line Fifty seven (57) rods; thence North Twenty seven (27) rods; thence East to Section line Fifty seven (57) rods; thence South Twenty seven (27) rods to beginning, Ten (10) Acres more or less.

TO HAVE AND TO HOLD the premises above described, with all the appurtenances unto the said G. A. Erickson and his heirs and assigns forever; and we do hereby covenant with the said G. A. Erickson that we are lawfully seized of said premises; that they are free from incumbrances; that we have good right and lawful authority to sell and convey the same, and we do hereby covenant to warrant and defend the title of said real estate and appurtenances thereto belonging, against the lawful claims of all persons whomsoever; and Lena Burcheding hereby relinquishes all her right of dower and all her right under the homestead laws of the State of Iowa in and to the above described premises. TO BE VOID, HOWEVER, UPON THE CONDITION, That the said John Burcheding and Lena Burcheding shall pay to the said G. A. Erickson his heirs and assigns, the sum of Five hundred and no/100 Dollars, according to the tenor and effect of the certain note of the said John Burcheding and Lena Burcheding bearing even date herewith payable on or before March first 1916 at 8 per cent int. .

This mortgage is given to secure the payment of Five hundred and no/100 _____ and the said John Burcheding and Lena Burcheding do hereby stipulate and covenant that they will pay when due, all taxes and assessments of every kind which may be levied upon said real estate during the uncancelled existence of this mortgage. And it is further expressly stipulated and agreed between the parties hereto that if any of said taxes or assessments or any part thereof shall remain unpaid for the period of 60 days after becoming due, or any portion of the money hereby secured, or if the interest thereon shall remain unpaid for the period of _____ Days after becoming due, then and thereupon the whole amount of the money secured by this mortgage shall, become at once absolutely due and payable, anything in this mortgage, or in said promissory note mentioned, to the contrary notwithstanding. And the mortgagee or his assigns may take judgement for the further sum of reasonable sum Dollars, as attorney's fees and costs of an abstract of title of said premises, should this mortgage have to be foreclosed.

Signed the 25th day of Jan'y. A.D. 1915.

John Burcheding
Lena Burcheding.

State of Iowa, County of Jackson, SS.

On this 25th day of January A.D. 1915, before me personally appeared John Burcheding

Recorded

July 8

1917

it is hereby returned on the 14th day of August 1917

July 13

1917

the foregoing is a true and correct copy of the original as the same appears in the records of the County of Douglas, Kansas

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