

of said second party, or assigns, in the sum of not less than Five hundred 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 percent per annum, and this mortgage shall stand as security therefor.

FOURTH. That said first party shall keep all fences, buildings and other improvements 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 first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said 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 the profits of the said premises are pledged to the legal holder or holders hereof as additional security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by receiver or otherwise as it may elect. It is also agreed that the taking 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 second 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 said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenants 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 be 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.

Mrs. Annie G. Yandell (SEAL)
Charles T. Yandell (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED: That on this 25th day of September A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Annie G. Yandell and Charles T. Yandell, her husband 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.

(SEAL) Term expires Apr. 26th, 1920.

F. C. Poole, Notary Public.

Recorded Sept., 30th., A.D. 1916, at 10:11 o'clock A.M.

Dwight L. Lawrence
Register of Deeds,
Geo. B. Hight
Deputy.

THIS MORTGAGE, Made this 25th day of September 1916, by Annie G. Yandell and Charles T. Yandell, her husband of the County of Douglas and State of Kansas, parties of the first part, to W. M. Forbes & Co., at Topeka, County of Shawnee and State of Kansas, parties of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of One hundred and no/100 Dollars, to them in hand paid, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit:

The North Seventy (70) acres of the West One Hundred (100) acres of the South-West Quarter, less one square acre in the Northwest corner thereof, in Section No. Twenty-seven (27) Township No. Thirteen (13), Range No. Twenty (20) in Douglas County Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, free and clear of all incumbrances, except a Mortgage of even date herewith, for \$2000.00 in favor of Natl. Council of The Knights & Ladies of Sec..

PROVIDED ALWAYS, And these presents are upon the express conditions, that whereas said parties of the first part have this day executed and delivered ten certain promissory notes in writing to said party of the second part, each for the sum of \$10.00 due on the first day of April and October in each year for five consecutive years, the first note falling due on the 1st day of April, 1917, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of W. M. Forbes & Co., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given for and in consideration of the services of said W. M. Forbes & Co., in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity. When all of said notes shall have been fully paid, then this mortgage shall be wholly discharged and void, and shall be released by party of the second part, its successors or assigns. If any of said notes be not fully paid at maturity thereof,

Recorded

August 1916

W. M. Forbes & Co.

This mortgage is in full payment of the debt secured by this mortgage and the same shall be void if not paid by the 1st day of August 1917.