

loan; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of eight per cent per annum, shall be collectible with, as a part of, and in the same manner as, the principal sum hereby secured.

of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of 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.

Frank Pardee  
Alice Pardee.

State of Kansas, County of Douglas, SS.

On this 5th day of October 1916, before me, the undersigned, a Notary Public, personally appeared Frank Pardee and Alice Pardee, 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 15th, 1918 (SEAL)

E. J. Hilkey, Notary Public.

Recorded Oct., 5th, A.D. 1916, at 2:20 o'clock P.M.

Floyd L. Lawrence  
Register of Deeds,  
Geo. C. Nettleton  
Deputy.

THIS INDENTURE, Made the second day of October, A.D. 1916, between Frank Pardee and Alice Pardee, his wife, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and COMMERCE TRUST COMPANY, a corporation, of Kansas City, Missouri, party of the second part,

WITNESSETH: That the said party of the first part, in consideration of the sum of Sixty-eight and 87/100 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:

County of Douglas and State of Kansas, to-wit:

All of the North one-half (N $\frac{1}{2}$ ) of the Southwest fractional Quarter of Section Six (6), Township Fourteen (14), Range Twenty (20), Subject, however, to a first mortgage of even date herewith for the sum of Fifteen Hundred and No/100 (\$1500.00) Dollars in favor of Commerce Trust Company.

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 encumbrances; 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 Sixty-eight and 87/100 Dollars, according to the tenor and effect of their one promissory installment note of even date herewith, numbered 6446, for the sum of Sixty-eight and 87/100 (\$68.87) Dollars, payable to Commerce Trust Company, or order, at its office in Kansas City, Missouri, in twenty installments as follows, to-wit:-

Three and 73/100 (\$73.73) Dollars on the first day of April, 1917 and Three and 76/100 (\$3.76) Dollars on the first days of each April and October up to and including October 1, 1921, and Three and 13/100 (\$3.13) Dollars on the first day of each April and October thereafter until the whole sum named is fully paid, said note: further provided that it is to bear no interest if each installment is paid when due, but if any of said installments shall not be paid when due, then all unpaid sums herein agreed to be paid shall become due and payable at once without notice, and bear interest at the rate of eight per cent per annum from date thereof until paid.

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 attorney's 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

Recorded Feb. 16 1927

The following is endorsed on the original instrument: