THIS INDENTURE, Made the Thirteenth day of November, A.D. 1916, between Susan D. Alford a widow and not divorsed, 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

Ninety-nine, and 33/100 Dollars, in hand paid, the receipt whereof is hereby acknowldedged, 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:

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All of the East one-half  $(E_2^1)$  of the Northwest Quarter (NW+) of Section Twelve (12), Township THirteen (13), Renge Nineteen (19),

Subject, however, to a first mortgage of even date herewith given to secure the payment of \$4000.00 to 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 she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all enousbrances; and that she 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 prin-cipal sum of Ninety-nine and 33/100 Dollars, according to the tenor and effect of their one promissory installment note of even date herewith numbered 6643, for the sum of Ninety-nine and 33/100 ( $\frac{99}{33}$ ) Dollars, payable to Commore Toust Company, or order, at Kansas City, Missouri, in ten installments as follows, to-wit: Nine and 33/100 ( $\frac{99}{33}$ ) Dollars on the first day of May, 1917, and Ten and No/100 ( $\frac{1}{2}10.00$ ) cDol-lbrsfonthe first day of May and November thereafter until the whole sum is fully paid. Said note further provides 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, are shall perform all and singular the covenants herein contained, then this mortgage to be woid, 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 covenent 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 ms ntaining the priority of this mortgage.

AND the said party of the first part does further covenant and agree, until the debt here by 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 sompany, to the satis-faction of the holder hereof, in the sum of not less than § \_\_\_\_\_\_ against loss by fire, and not less than \$ \_\_\_\_\_\_ against loss by wind-storm or tormado, 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 pecurity to this 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 part of, and in the

same manner as, the principal sum horeby secured, And the said party of the first part 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 and 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, deglare 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 mort-gage; and in case of foreclosure, the judgement rondered shallprovide that the whole

of said premises be sold together and not in parcels. IN WITNESS WHEREOF, The said party of the first part has herounto set her hand the Susan D. Alford. day and year first above written.. Witnesses: Hugh Blair, Jennie Watt. 181

State; of Kansas, County of Douglas, SS.

DILL HALLS

On this sixteenth day of November, A. D. 1916, before me, a Notary Public in and for 9 said County personally appeared Susan D. Alford, a single woman to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that

she executed the same as her voluntary act and deed. WITNESS my hand and official seal the day and year last above written. My commission expires 28" Decr. 1917(SEAL)

Hugh Blain Notary Public.

Recorded Nov., 22nd., A.D. 1916, at 10:15 o'clock A.M.

A Lawrence Lee b. Wetel Deputy

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