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THIS IN ENTURE, made the first day of November A.D. 1916, between W. Roy Martin and Olive Martin, his wife, of the County of Douglas and State of Kansas, party of the first part, and J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas, parties of () the second. part.

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Register of Deeds

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WITNESSETH, that the said party of the first part, in consideration of the sum of Five Thousand and no/100 Dollars, in hand paid, the redaily whereof is hereby acknowledged, do hereby grant, baland, sell, convex and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The Northwest quarter (2) of Section Number Bighteens(:18) ; Township number Thire The Northwest quarter (2) of Section Annual Principal Control of the Northeast quarter (2), Range Number Twenty-one (21), also about Two (2) agrees of the Northeast quarter (2) of Section Number Thirteen (13), Township Number Thirteen (13), Range Number Twenty-one, all East of the Sixth (6th) Principal Neridian in Douglas County, Kansa s.

Anness. TO HAVE AND TO HOLD the same, with appurtenances there to belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said parties of the second part; their successors, heirs and assigns forever; the intention being to convey an absolute fitle 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.

Makers have the privilege of paying \$100. or any multiple thereof at maturity of coupon due Nevember first 1917, or any coupon thereafter by giving Sixty days notice in writing until the principal is reduced to not less than \$500., which amount may be n writing until the principal is reduced to not less divide of the first part and cause and a paid in one payment, at any interest paying date, by giving notice as above stated. PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause

to be paid, to the said parties of the second part, their successors, here or assigns day of November, A.D. 1921, with interest thereon at the rate of five per cent, per annum, payable on the first day of November and May in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not a have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note No. 51440, bearing even date herwith, executed by said party of the first part to J. L. Pettyjohn & Co. of Olathe Johnson County, Kansas, and payable at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas; and shall perform all and singular the covenants

or olating, Johnson county, Kansas, and shall perform all and singular the downlands herein contained; then this mortgays 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 parties of the first part do hereby covenant and agree to pay, or cause to be paid the principal sum and interest above specified, in manuer aforesaid, together with all costs and expenses of collection, if any there shall be, and anycoosts charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heins arlassigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mostgaged, or the validity of this mortgage,

when attacked by parties other than the mortgagor. : AND the said party of the first part do_ 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 ab-stain from the commission of weste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1900.00 in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from date of payment, at the/r ate of ten per cent per annum, shall be collectible with, as a part of, and in the sume manner as, the principal sum hereby secured. And the said party of the first part do further covenant and agree that in case

red & Heveland Breident default in the payment of any installment of interest or in the preformance of any o'f of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice, declare the entire det hereby secured, impediate-ly due and payable, and thereipon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs 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 parcles. IN WITNESS MIEREOF, the said parties of the first part have hereunto set their

hands the day and year first above written. In the presence of, E. T. Arnold

W. Rov Martin

Marie Saile. Olive Martin State of Kansas, Douglas County, Kansas, SS: BE IT REMEMBERED, That on this 29 day of November A. D. nineteen hundred and sixteen before me, the undersigned, a Notary Public in and for said County and State, came W. Roy Born and Olive Martin, his wife, who are personally known to me to be the identical per sons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the samato be the i voluntary act and deed, IN TESTIMONY WHEREDF, I have hereunto subscribed my name and affixed my official seal on the day and year last have hereunto subscribed my name and Filxed my official seal on one day and year above written.My contained expires May 21, 1916 (SEAL). C.B. HOsford, Notery Public. Recorded Dec., 4th. A.D. 1916, at 3:30 o'clock P.N. Register of Deeds, Mico. 6 Jun