THIS HUDRITURE, Made this 5th day of December in the year of our Lord'one thousand

THIS HURFITURE, Made this 5th day of December in the year of our Lord'one thousand nine hundred and sixteen by and between Charles Christian an un married man, and his mother Anna Christian, a widow woman, of the County of Douglas and State of Kansas, parties of the first part, and E. J. Hilkey party of the second part: WITNESSTH: That the said parties of the first part, for and in consideration of the sum of Five Hundred Dollars, to them in hand paid by the solid party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm who said party of the second part, and to His heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in Houghas County and State of Kansas, to-wit:

The Southeast Quarter (±), of Section Thirty-two (32), in Township Thirteen (13), of Pange Eighteen (18), Containing One hundred sixty acres more or less. TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appur-

tenances thereinto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, for-ever. And the said parties of the first part do hereby covenant and agree that at the ever. And the said parties of the lirst part do nerecy coverant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized, of a good and indefeasible estate of inheritance therein, free and clear of all insurparanters, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns, forever, against the lawful claims of all persons whomscever.

PROVIDED, ALWAYS, And this instrument is made, executed and dolivered upon the following conditions, to-wit:

FIRST. Said first partiescare justly indebted unto the said party of the second years after uses, at watches national news, have render, answed, with interest wherein for date until maturity at the rate of six per cent. per annum, payable semi-annually, on the first days of February and August in each year, and ten per cent, per annum ef-ter maturity, the installments of interest being further evidenced by ten coupons at-tached to said principal note, and of even date therewith, and payable to the order of Said E. J. Hilkey, at Watkins National Bank, Lawrence, Kansas.

ments; levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; and if not so gaid the said party of the second part, or the legal holder or holders of this nortgage, may without notice, declare the whole sum of money herein secured, due and psyable at once, or may elect to pay such taxes, assessments and insurance, premiums; and the amount so paid shall be a lien on the promises, aforeanid, and be secured by this more says and oblested in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent. per annum. But whether the legal holder or holders of this mortgage elect to bey such taxes, assessments or insurance premiums, or not, it is distinctly understood thatothe legal holder or holders hereof may immediately cause this mortgage to be forclosed, and shall be entitled to inmediate possession of the premises and thetrents, issues and profits the reof.

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WIRD, Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of 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 oles of insurance on the buildings erected and to be prediced upon the above described premises, in some responsible insurance company, to the statisfaction of the legal hol-der or holders of this mortgage to the acount of _____ Dollars, loss if any, payable to the lortgage or his assigns, And it is further agreed that every such policy of insur-ance shall be held by the party of the second part, or the legal holder or holders of said note, as colleteral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collest and reserve any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said partice of the second part, or the legal holder or holders of said note, may deliver at said policy to said parties of the first part, and requ're the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH, Said parties of the first part dereby spree that if the makers of said note shall fail to pay or cause to be paid any part of shid money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, for 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 at once without notice.

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

Sixth, In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said parties agree to pay to the said second party any his assigns, interest to the rate of 10 per cent. Per anuum, computed annually on and his assigns, interest at the rate of 10 per cent. Per anuum, computed annually on ally paid. Any payments made on account of interest shall be credited in said compu-tation so that the total amount of interest collected shall be, and not exceed, the