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 lawful claims of all persons whomsoever. Athe

Yakers have the privilege of paying \$100, or any multiple thereof at maturity of boupon due January first 1918, or any coupon the reafter by giving sixty, (60) days inotice in writing until the principal is reduced to not less than \$500, which amount thay be paid in one payment at any interest paying date by giving notice as above Castated.

PROVIDED, HOWEVEP, 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, heirs or assigns the principal sum of Five Thousand and no/100 Dollars, on the first day of January, A.D. 1922, with interest thereon at the rate of five per cent per annum, payable on the first day of July and January in each year, together with interest at the rate of S ten per cent per annum on any installment of interest which shall not 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 51503, bearing even date herewith, executed by the said party of the first part to J. L. Pettyjehn & Co. of Olathe, a Johnson County, Kansas, and payable at the office of said J. J. Pettyjohn & Co. of Olathe, Olathe, Johnson County, Kansas; and shall perform all and singular the covenants her in contained: then this matterial shall perform all and singular the covenants her in contained; then this mortgage to be void, and to be released at the expense of the And believed, when this more age to be void, and to be remain in the expense of the set of the first part, other when to remain in full force and effect. AND the suid parties of the first part do hereby covenant and egree to pay, or

cause to be paid; the principal sum and interest above specified, in manner aforesaid, Stogether with all costs and expenses of collection, ifany there be; any costs, changes attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage, or in de R Gfending the title to the land hereby mortgaged, 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 for debt hereby secured, before any penalty for non-payment attaches thereto; also toabstain from the commission of waste on said premises, and keep the buildings there on in good repair and insured to the amount of \$2400,00 in insurance comparies accept Table to the said parties of the second pert, their successors, heirs or assigns and Odeliver to them all policies of insurance on said buildings and the renewals the eof; and in case of failure to do so, 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 the time of payment, at the rate of ten per cent per amoun, shall be collectible with, as a part

of, and in the same manner as, the principal sum hereby secured, AND the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenents or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said parties of the second part, their successore heirs or assigns, may without notice, declare the entire debt hereby secured, immediately dum and payable, and thereupon, or in case of default in payment of said promis-sory note at maturity, the said parties of the second part, their successors, heirs or assigns, shall beventitled to immediate possession of said premises, and may proceed to foreclose this nortgage; 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 parties of the first part have hereinto set their hands the day and year first above written.

Hugh J. Warnock In presence of D. M. Stewart Josephine Warnock H. E. Downs.

State of Kansas, Douglas County, SS.

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> BE IT REMEMBERED, That on this 16th day of December A.D. nineteen hundred and six-teen before me, the undersigned, a Notary Public in and for said County and State, and Nugh J. Warmook and Mosephine Warmook, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage dead, and duly aaknowledged the execution of the same to be their voluntary act and deed. IN TESTIMONY WHERED?, I have hereinto:subscribed my name and affixed my official seal on the day and year last above written.

My commission expires March 28th. 1917(SEAL) J.B. Ross, Notary Public, Douglas County, Kansas.

Readed Dec., 19th., A.D. 1916; at 10:00 o'clock A.M.

Hoy Lawrence Angister of Dados, Geo, C. Hofel Opputy.

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