

defend the same in the quiet and peaceable possession of said party of them second part, its legal representatives and assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First.- Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Twenty-five Hundred and no/100 dollars, lawful money of the United States of America, being for a loan the of, made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note No. 5622 executed and delivered by the said parties of the first part, bearing date December, 30th, 1916, and payable to the order of the said The Farm Mortgage Company, at the office of the said Company, in Topeka, Kansas, with interest thereon from January 1st 1917, until maturity, at the rate of six per cent per annum, payable semi-annually, on the first days of July and January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith, and payable to The Farm Mortgage Company, or bearer, at the office of said Company in Topeka Kansas.

Second.- Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments of insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Third.- Said parties of the first part hereby agree to keep all 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.- The said parties of the first part hereby agree to procure and maintain policies of insurance of the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of None dollars, less, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the persons so holding any such policy of insurance shall have the right to collect and receive 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 or notes, 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 party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth.- Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid any part of the said money, either principal or interest according to the tenor and effect of said note and coupons when the same becomes due, or to conform 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. And the said parties of the first part, for said consideration do hereby expressly waive an appraisalment of said real estate, and all benefit of the homestead, exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue. And the parties of the first part hereby agree that in any suit brought to foreclose this mortgage by the lawful owner thereof, the plaintiff in such suit shall be entitled to collect from the defendant an attorney's fee of five percent of the principal sum due, and at time suit is filed, as a part of the costs therein.

IN WITNESS WHEREOF, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

F. D. Green

E. Green

Recorded this 20th day of January A.D. 1917

At 10:00 A.M. Osceola

H. C. Tucker Seal  
Jan Tucker seal

Estelle Northrup  
Register of Deeds

State of Kansas, Jackson County, ss.

Be it remembered, that on this 17th day of January A.D. nineteen hundred and seventeen before me the undersigned, a notary public in and for said County and State came H.C. Tucker and Jean Tucker, husband and wife and W.D. Green and M.E. Green, husband and wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed for the uses and purposes therein set forth. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on this day of year last above written.

my commission expires April 18 1917 (R.S.) Estelle Northrup, Notary Public, Jackson County, Kansas.

Recorded - July 18 1922  
W.M. Jackson & Co. Register

(Loop Seal)

1922  
The Consent Secured by this mortgage has been paid in full and the same is hereby cancelled & this order of 1922  
The following is a correct and true copy of the original instrument  
The amount secured by this mortgage has been paid in full and the same is hereby cancelled & this order of 1922  
W.M. Jackson & Co. Register

The following is a correct and true copy of the original instrument  
The amount secured by this mortgage has been paid in full and the same is hereby cancelled & this order of 1922