

And the said party of the first part does 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 abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction 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 tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of the said party of the second part, or its assigns, as additional security 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 hereby secured.

And the said party of the first part does 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 or 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, declare 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 mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said party of the first part have hereunto set their hands the day and year first above written.

Witnesses:

W. F. Anderson
Ethel M. Anderson,

STATE OF MISSOURI:

:SS

COUNTY OF JACKSON:

On this 15th day of February, 1917, before me, Ethel Spence, a Notary Public personally appeared W. F. Anderson and Ethel M. Anderson, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.

My commission expires March 5, 1919.

Ethel Spence,
Notary Public

Recorded on Feb. 16, A.D. 1917
at 2:15 o'clock P.M.

Edith Northrup
Register of Deeds.

REAL ESTATE MORTGAGE

This Indenture, Made the Twelfth day of February, A.D. 1917, between W. F. Anderson and Ethel M. Anderson, his wife, 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 One Hundred Twenty-four and 24/100 Dollars in hand paid, the receipt whereof is hereby acknowledged, 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:

The following described tract of land in the Southwest Quarter (SW¹/₄) of Section Twenty-two (22), in Township Twelve (12), of Range Nineteen (19) East of the Sixth Principal Meridian, in Douglas County, Kansas, described as follows to-wit: Beginning at the Southwest corner of said Quarter Section, thence East on the South Boundary Twenty-four and 52/100 (24.52) chains to a stake in the center of road bearing North and West, thence in the center of said road as traveled and worked North Eighteen and one-fourth (18¹/₄) Degrees West Six and 55/100 (6.55) chains, thence North Thirty-six (36) Degrees West Six and 06/100 (6.06) chains, thence North Twenty-six and one-fourth (26¹/₄) Degrees West Three and 03/100 (3.03) chains, thence North forty-nine and one-half (49¹/₂) Degrees West Seven and 57/100 (7.57) chains, thence North Forty-three and one-fourth (43¹/₄) Degrees West Six and 52/100 (6.52) chains, thence North Twenty-one and one-half (21¹/₂) Degrees West Three and 03/100 (3.03) chains, thence North Thirty-nine and one-fourth (39¹/₄) Degrees West Three and 03/100 (3.03) chains, thence North Fifty-one and three-fourths (51³/₄) Degrees West Five and 22/100 (5.22) chains to the West boundary of the quarter Section, thence South on the quarter Section line Thirty-three (33) chains to the Beginning containing Forty-five and 22/100 (45.22) acres.

To have and To Hold the same, with appurtenances hereto 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.

5th Plank in Book 54-09-490