

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 Twenty-Five Hundred and No/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 Southwest Quarter of Section Twenty-two (22), Township Twelve (12), Range Nineteen (19), less a tract in the Southwest corner described as follows:- Beginning at the Southwest corner of the Southwest Quarter of Section Twenty-two (22), Township Twelve (12), Range Nineteen (19), thence running East on the South boundary line of said Quarter Section Twenty-four and 52/100 (24.52) chains to a stake in the center of road bearing North and West, thence in center of said road as traveled and worked North Eighteen and one-fourth (18 1/4) degrees West, Six and 55/100 (6.55) chains; thence North Thirty-six (36) degrees West, Six and 6/100 (6.06) chains; thence North Twenty-six and one-fourth (26 1/4) degrees West, Three and 3/100 (3.03) chains; thence North Forty-nine and one-half (49 1/2) degrees West, Seven and 57/100 (7.57) chains; thence North Forty-three and one-fourth (43 1/4) degrees West, Six and 82/100 (6.82) chains; thence North Twenty-one and one-half (21 1/2) degrees West, Three and 3/100 (3.03) chains; thence North Thirty-nine and one-fourth (39 1/4) degrees West, three and 3/100 (3.03) chains; thence North Fifty-one and three-fourths (51 3/4) degrees West, Five and 22/100 (5.22) chains; to the West boundary line of said section; thence South to the place of beginning, containing Forty-five and 22/100 (45.22) acres.

TO HAVE AND TO HOLD the same, with appurtenances thereto 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.

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 encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Twenty-five Hundred and No/100 Dollars, according to the tenor and effect of their one certain principal promissory note of even date herewith, numbered 7028, for the sum of Twenty-five Hundred and no/100 (\$2500.00) Dollars, payable on the first day of February, 1922, to said Commerce Trust Company, or order, at its office in Kansas City, Missouri, with interest thereon from date until maturity at the rate of five per cent per annum, payable annually on the first days of February and August, in each year according to interest coupons attached to said note. Said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder of holders, become due and payable without notice, and both principal and interest are to bear interest after maturity at the rate of eight per cent per annum; and shall perform all and singular the covenants herein contained, then this mortgage 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 party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified in manner aforesaid, together with all costs and expenses of collection, if any there be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

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, policy or policies to be delivered to said party of the second part and written for the benefit of 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.

Office of the District Court of Douglas County, Kansas, for the purpose of recording this mortgage. The same is duly recorded in Book 67 Page 626. Jan. 29 1917. J. E. Smith, Clerk District Court.

ATTEST:

John E. Smith, Register of Deeds

Jan. 31 - 20.

For Assignment see Book 67 Page 626.

For Exp. of Loan see Book 62 Page 348.

For Assignment see Book 64 Page 622.