

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 windstorm or tornado, the 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.

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 first day of February, 1917, before me, 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, My commission expires February 17, 1921.

G. P. Benson, Notary Public.

Recorded on Feb. 26th, A. D. 1917,  
at 3:15 o'clock, P. M.

PS. *Little Walker*  
Register of Deeds,

*Lo Beine Walton*  
Deputy.

#### MORTGAGE.

This Indenture made this Fourteenth day of February in the year of our Lord One Thousand and Seventeen by and between William McCleary, single and unmarried of Leavenworth County, State of Kansas, first party, and The New England Securities Company, a corporation organized and existing under the laws of the state of Kansas, second party,

Witnesseth: The said first party, in consideration of Seventy-five Hundred and no/100 Dollars, the receipt of which by said first party is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said The New England Securities Company, its successors and assigns, forever, the following described real estate, situated in Douglas County, State of Kansas, to-wit: The South half of the Northwest quarter and the North half of the Southwest quarter, all in Section four (4), Township fourteen (14) South, Range Twenty (20) East, of the sixth principal meridian, containing 160 acres, more or less as shown by the United States Government survey.

TO HAVE AND TO HOLD THE SAME, with all the hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

And the said first party hereby covenants and agrees to and with the second party, its successors and assigns, that at the delivery of these presents, lawfully seized in his own right of an indefeasible estate in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and encumbrances of every kind and nature; and that he will forever warrant and defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These presents, however, are made upon the following express conditions; Whereas said William McCleary has this day made and delivered to the said The New England Securities Company One certain Bond or Promissory Note for the sum of Seventy-five Hundred and no/100 Dollars payable on the first day of March, A. D. 1922, and bearing interest at the rate of Six per centum per annum, payable semi-annually and evidenced by Ten Coupons attached thereto. The said Bond and Coupons payable at the office of the said second party in Kansas City, Mo., and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving herein the right to pay One hundred dollars or over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after March 1st, 1918; provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than Two hundred dollars of said bond shall at any time remain unpaid--the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And Whereas, it is herein agreed particularly as follows;

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness, or against this instrument

In Release & Bank of Apr. 319.

In assignment see Book of Page 515

In Release see Book of Page 515