

and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; 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 therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of and in the same manner as the principal sum hereby secured.

And the said parties 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 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, on 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 the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are here by pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, 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 parties of the first part have herunto set their hands the day and year first above written.

Charles S. Kendall :  
Core Kendall :

## STATE OF KANSAS:

1.55

COUNTY OF DOUGLAS:

On this 8th day of March, A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Charles S. Kendall and Cora Kendall, husband and wife to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

U. S. G. Plank, Notary Public.

My commission expires Dec. 23, 1919.

Recorded on March 8th, 1917 A.D.,  
at 11:30 o'clock A. M.

Estelle Northrup  
Register of Deeds

of Deeds  
Lo Reine Walton  
Deputy

This Indenture, made the twenty-eighth day of February, A. D. 1917, between Edward D. Flory and Rebecca Flory, husband and wife, of the County of Douglas, and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part.

party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of (\$1600) Sixteen Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, do 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 East Half of the Northeast quarter of Section Eleven (11), in Township Fifteen (15) , of Range Seventeen (17), Containing Eighty (80) acres.

To Have and to hold the same, with the appurtenances thereto belonging or in anywise 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 covenant 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 incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

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 (\$1600) Sixteen Hundred Dollars, on the first day of March, A. D. 1922, with interest thereon at the rate of five percent per annum, payable on the first day of March, and September, in each year, together with interest at the rate of 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, bearing even date herewith, executed by the said party of the first part and payable at the office of the Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part otherwise to remain in full force and effect.

Witness my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 1922, at \_\_\_\_\_, New Jersey.

\_\_\_\_\_  
Notary Public for the State of New Jersey.

And the said party of the first part do 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 shall be, and any costs, charges or attorney's 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 do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal 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, or on the lien created by this instrument, 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 to the amount of \$- in insurance

The following is evidence on the original instrument  
The Mutual Benefit Life Insurance Company, the company herein named,  
does hereby acknowledge full payment of the debt secured by the  
foregoing mortgage, made at Albany, in the State of New York  
County, between, to Richard - the same of record.  
On witness whereof the said Company has caused three persons to be signed by its  
Vice President and its common seal to be affixed this 3 day of October A.D. 1918  
at New York City, New York  
The Mutual Benefit Life Insurance Company.  
By Samuel W. Baldwin Vice President  
Here  
I, John W. Kahan  
President of said  
Bank of New York  
do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of said Bank of New York  
this 8th day of November 1918  
John W. Kahan  
President