

In case of failure of said first parties to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure releases of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

Now Therefore, if the amount of said Bond and Coupons be paid when due, and all the covenants and agreements of the said first parties contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first parties fail to pay any part of the amount of said Bond or Coupons within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amounts herein secured, and in such event it is expressly agreed that the whole amount of said Bond shall bear interest from the date thereof at the rate of ten per centum per annum, and the holder thereof may recover the whole amount of said Bond, with such interest thereon, less the amount of such coupons and partial payments as shall have been paid, and may recover all amounts paid by said second parties or any holder of said Bond for taxes, assessments, insurance, and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with an abstract fee for examining titles to said mortgaged premises, for the purpose of commencing foreclosure proceedings, and all may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage, and this mortgage is hereby made to secure all such sums.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or royalties, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him, and he shall not in any case be liable to the mortgagors for a failure to exercise any such authority to pay taxes, take out insurance, collect royalties or rents, or any other authority therein granted.

In Witness Whereof, the said first parties have hereunto set their hands and seals this Fifteenth day of March, A. D. 1917.

(Signed in German) Caroline Bohnsack (Seal)

Herman C. Bohnsack (Seal)
August J. Bohnsack (Seal)
Ella Bohnsack (Seal)

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, that on this 26th day of March, 1917, before me, the undersigned, a Notary Public, in and for said County and State, came Caroline Bohnsack, Herman C. Bohnsack, August J. Bohnsack, and Ella Bohnsack, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and such persons duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.
My commission expires Feb. 2, 1918.

August H. Fiehler

Recorded on March 26th, A. D. 1917,
at 10:47 o'clock, A.M.

SECOND

REAL ESTATE MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Caroline Bohnsack, a widow, and Herman C. Bohnsack, a single man, and August J. Bohnsack, husband and wife, of the County of Douglas, State of Kansas, parties of the first part, in consideration of the sum of Two Hundred Fifty Dollars in hand paid by Fidelity Trust Company of the County of Jackson, State of Missouri, party of the second part, do hereby Sell and Convey unto the said Fidelity Trust Company the following described real estate situated in the County of Douglas, State of Kansas, to-wit: The Southwest quarter (SW¹) of Section Seventeen (17), and the Southeast quarter of the Southeast quarter (SE¹ of SE¹) of Section Eighteen (18), all in Township Thirteen (13) South, of Range Twenty-one (21) East, of the Sixth Principal Meridian, containing in all 200 acres, more or less, according to Government Survey. The intention being to convey hereby an absolute title in fee simple, including all rights of dower, courtesy and homestead, to have and to hold the premises above described, with all the appurtenances thereto belonging, unto the said Fidelity Trust Company and successors, heirs, and assigns forever; and that they will forever warrant and defend the title to said premises and the possession thereof unto the said second party, and successors, heirs, and assigns, against the lawful claims of all persons whomsoever.

These Presents are made to secure the payment of ten certain negotiable Promissory Notes of even date herewith,

One for the sum of Twenty-five Dollars due October 1st, 1917; One for the sum of Twenty-five Dollars due April 1st, 1918; One for the sum of Twenty-five Dollars due October 1st, 1918; One for the sum of Twenty-five Dollars due April 1st, 1919; One for the sum of Twenty-five Dollars due October 1st, 1919; One for the sum of Twenty-five Dollars due April 1st, 1920; One for the sum of Twenty-five Dollars due October 1st, 1920; One for the sum of Twenty-five Dollars due April 1st, 1921; One for the sum of Twenty-five Dollars due October 1st, 1921; One for the sum of Twenty-five Dollars due April 1st, 1922; made, executed and delivered by said Parties of the first part to the said Fidelity Trust Company, payable at the office of the Fidelity Trust Company, Kansas City, Missouri, and bearing interest after maturity at the rate of Ten per cent per annum.

The following is entered on the original instrument.