

able, then the whole of said sum and sums and interest thereon, shall, and by these presents, become due and payable and said party of the second part shall be entitled to the possession of said premises.

IN Witness Whereof, The said parties of the first part have hereunto set their hands the day and years first above written.

Executed in the Presence of

Columbus H. Clark,
Alice Clark,

STATE OF KANSAS: DOUGLAS COUNTY: SS:

BE IT REMEMBERED, That on this 30 day of March, A. D. 1917, before me, Zella W. Iliff, a Notary Public, in and for said County and State, came Columbus H. Clark and Alice Clark, his wife, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My commission expires Feby. 10, 19018

Zella W. Iliff,
Notary Public.

Recorded on March 31, 1917, A. D.
at 10:10 O'clock, P.M.

Estelle Northrup,
Register of Deeds,
L. R. Walton Deputy.

MORTGAGE:

THIS INSTRUMENT, Made this 31st day of March, in the year of our Lord One Thousand Nine Hundred Seventeen, by and between Mary E. Taylor, a widow, of the County of Shawnee, and State of Kansas, party of the first part, and THE CAPITOL BUILDING AND LOAN ASSOCIATION (Incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of One Hundred and no/100 Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and Sold, and by these presents does Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors and assigns, forever, all of the following-described tract, piece, or parcel--of land, lying and situate in County of Douglas, and State of Kansas, to-wit:

Beginning ten (10 rods North of the Northwest corner of the Southwest quarter of Section Thirty-five, Township Eleven, Range Seventeen, east of the Sixth P.M. Douglas County, Kansas; thence north on the County line and West line Lot No. Two to the South line of the Right of Way of the Atchison, Topeka, and Santa Fe Railway, thence East only along the said right-of-way Sixty-five Rods, thence South to a point ten rods North of the half section line, thence West sixty-five rods to place of beginning. Also, beginning at the south-west corner of Lot. No. Two, thence North on the county line ten rods thence East sixty-five rods, thence South ten rods, thence West sixty-five rods to the place of beginning; all being in Section Thirty-five, Township Eleven, of Range Seventeen, East, and contained in all Seventeen acres, more or less.

To Have and TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree, that at the delivery hereof Mary E. Taylor, the lawful owner of the premises, above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that she will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said Grantor justly indebted unto the said party of the second part in the principal sum of \$100.00 One Hundred Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Mary E. Taylor, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered S. 348, executed and delivered by the said Mary E. Taylor bearing date March 31, 1917, and payable to the order of the said THE CAPITOL BUILDING AND LOAN ASSOCIATION Three years after date, at the office of said Association, in Topeka, Kansas, with interest thereon from date until maturity at the rate of seven per cent per annum, payable semiannually, on the 31st days of September and March in each year, and seven per cent per annum after maturity.

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are

*Recorded March 29, 1917
Book 28, Page 524
The following is a copy of the original instrument as recorded in the office of the Register of Deeds, Douglas County, Kansas, and is subject to the provisions of the Act of March 29, 1917, Chapter 101, Laws of Kansas, relating to the recording of mortgages and other instruments.*