

may elect, and to the subsequent rents and profits of said premises, which are hereby 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 firstpart have hereunto set their hands the day and year first above written.

Warren E. Pine,  
Lula E. Pine,

STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

On this 25th day of May, A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Warren E. Pine, and Lula E. Pine his wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that .....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.

My commission expires Jan'y. 19, 1918. (L.S.) Geo. L. Krosak, Notary Public.

Recorded on June 7, A. D. 1917  
at 11:56 o'clock, A.M.

*Little Northrup*  
Register of Deeds,  
*Le Rene Walton*, Deputy.

MORTGAGE.

THIS INDENTURE, Made and executed this Second day of June, 1917, by Benjamin F. Netsker, Unmarried, and Marion A. Childs and Pearl M. Childs, Husband and Wife, of Douglas County, Kansas, parties of the first part, and The Union Central Life Insurance Company of Cincinnati, Ohio, party of the second part;

Witnesseth, That the said first parties for and in consideration of the sum of Eight Hundred and Fifty (\$850.00) Dollars, paid by the said second party, the receipt of which is hereby acknowledged, mortgage and warrant unto the said second party, its successors and assigns, forever, the certain tract or parcel of real estate, situated in Douglas County, Kansas, described as follows, to-wit: The East half of the Southwest quarter of Section Seventeen (17), Township Fourteen (14), Range Nineteen (19) East of the Sixth Principal Meridian, containing Eighty (80) acres, more or less.

To Secure the Payment of a debt evidenced by certain promissory note of even date herewith signed by Benjamin F. Netsker, Marion A. Childs, and Pearl M. Childs, of said first parties and payable to the said second party, more fully described as follows: One principal note for the sum of Eight hundred and Fifty dollars, (and being for the principal sum loaned) payable May 1, 1928, (or in partial payments prior to maturity, in accordance with the stipulation therein) with interest at the rate therein specified and evidenced by interest notes.

The said first parties hereby covenant and agree with the said second party, its successors and assigns, as follows:

FIRST.—To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate; also all taxes assessed in Kansas against said second party, on this mortgage or debt secured hereby, and if not paid, that the holder of this mortgage may pay such taxes, liens or assessments, and be entitled to interest on the same at the rate of ten per cent per annum, and this mortgage shall stand as security therefor.

SECOND. To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for firewood for the use of the grantor's family place, and such as shall be necessary for firewood for the use of the grantor's family

THIRD. To keep, at the option of the said second party, the buildings on said premise insured in some standard joint stock fire insurance company, approved by the said second party for the insurable value thereof, with said second party's usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amounts so paid with interest at ten per cent. per annum, shall be immediately due and payable, and shall be secured by this mortgage.

FOURTH. If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent. per annum after maturity by default or otherwise, until paid.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the said second party, (and in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first parties, otherwise to remain in full force and virtue.

In Testimony Whereof, The said first parties have hereunto set their hands the day and year first above written.

Changes, Erasures and Interlineations made prior to signature.

Benjamin F. Netsker, (Seal)  
Marion A. Childs, (Seal)  
Pearl M. Childs, (Seal)

The following is endorsed on the original instrument:

The note secured by this mortgage has been paid in full and this mortgage is hereby cancelled. The following is a true and correct copy of the original instrument as it appears in the records of the County of Douglas, Kansas, and is hereby attested to.

*(Copy)*  
cancel the same of Record.  
Dated at Cincinnati, Ohio, this 1st day of May 1928.  
The Union Central Life Insurance Company  
By Louis Breeling, Vice President  
Wm. M. Green, Asst. Treasurer

1918  
Doyle B. McElman  
Register of Deeds

See Official Record for Book 67 Page 174