

And the said parties 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, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenants and agree to pay all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1,200.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign 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, 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 the immediate possession of said premises, by received or otherwise, as it 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 first part have hereunto set their hands the day and year first above written.

Jessie M. Pipes,
H. E. Pipes,

STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

On this 30th day of June, A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jessie M. Pipes and H. E. Pipes, her husband 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.
My commission expires March 30, 1921. (L.S.) Emma Christensen, Notary Public.

Recorded on July 13, A. D. 1917
at 11:15 o'clock, A. M.

Attest Notary
Register of Deeds,
R. R. Walton, Deputy.

KANSAS REAL ESTATE FIRST MORTGAGE

THIS INDENTURE, Made June 22, 1917, by and between Flora M. Combs, contracting in her own right and Rollie D. Combs, her husband, of the County of Osage, State of Oklahoma, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Three Thousand (\$3000.00) Dollars, paid, the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: The South half of the Southeast quarter of Section Three in Township Thirteen, South, Range Twenty East of the Sixth Principal Meridian, containing in all Eighty acres, according to Government Survey.

To Have and To hold said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Three Thousand (\$3000.00) Dollars on the first day of August 1922, with interest thereon, payable semi-annually, from August 1, 1917, according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or again-

For Release and Use of First Page

The following is endorsed on the original instrument:
This mortgage is secured by the mortgage for loan fund for full and this mortgage is hereby released and cancelled this 30th day of June A. D. 1922.
(Corp. Seal) The Kansas State & Savings Bank