

mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part hereby further covenants and agrees 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 \$7,000.00 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 eight 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 party of the first part does 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 receiver 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 party of the first part has hereunto set its hand the day and year first above written.

(Corp. Seal)

F. W. Barteldes, President.  
of the Lawrence Elks Building Association  
W. H. McKone, Secretary,  
of the Lawrence Elks Building Association.

State of Kansas: County of Douglas: ss:

Be it remembered, That on this 12th day of October, A. D. 1917, before me, the undersigned, a Notary Public in and for the county and State aforesaid, came F. W. Barteldes, president of the Lawrence Elks Building Association, a corporation and W. H. McKone, Secretary of said corporation, who are personally known to me to be the same persons who executed the within mortgage as president and secretary respectfully, and said F. W. Barteldes, as president of said corporation, duly acknowledged the execution of the same as the president of said corporation, and acknowledged the same to be the act of the corporation; and W. H. McKone, secretary of said corporation, duly acknowledged the attestation of the same as such secretary for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

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

Commission expires Jan. 19, 1918. (L.S.)

Geo. L. Kreeck, Notary Public.

Recorded on Oct. 18, A. D. 1917  
11:25 o'clock, A. M.

*Estelle Northrup!*  
Register of Deeds,  
*Samuel Walton,* Deputy.

# KANSAS

## MORTGAGE.

### PARTIES

This Indenture, Made this First day of October, A. D. 1917, by and between Earl McPheeters and Emma McPheeters, his wife, of the County of Douglas and State of Kansas, party of the first part, and The Travelers Insurance Company, a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

### PROPERTY

Witnesseth, That the said party of the first part, in consideration of the sum of Fifteen Hundred and 00/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain sell, convey and confirm unto the said party of the second part its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

The North Half of the Northeast Quarter of Section Six (6), Township Fifteen (15) Range Twenty East of the Sixth Principal Meridian, containing 80 acres, more or less,

### WARRANTY

To Have and To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption 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 do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

### DESCRIPTION OF NOTES

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 (\$1500.00) Fifteen Hundred and 00/100 Dollars, on the first day of October, A. D. 1922, with inter-

The following is entered on the original instrument  
The Travelers Insurance Company, this mortgage was within name, was hereby  
at the time it was recorded by the fore-going mortgage, and