And the said Peter G. Jackson, a single man, hereby covenants that he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he well warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or secuse to be paid, to the said party of the second part, is successors or assigns, the principal sum of Two Hundred Fifty and no/100 Dollars, on the first day of December A.D., 1920, with interest thereon at the rate of six per cent. per annum,

payable on the first day of June and December in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due and on said principal sum after the same becomes due or not nave oven paid when due and on said principal sum atter the same between all of payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Peter G. Jackson, a sindle man, and payable at the office of The Frudential Trust Company, in Topeka, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense at the expense of said party of the first part, otherwise in full force and effect.

And the said party of the first part does hereby covenant and agree to pay or cause to be paid, the principal sum and interest above specified, in manner

or cause to be paid, the principal sum and interest above specified, in manner aforessid, together with all costs and expenses of collection, if any there shall be, paid by the said party with second part, its successors or assigns, in maintaining the priority of this mortgage. detd And the said party of the first part further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal takes and essessments levied under the laws of the State of Kansas, on said premises, or on/his mort-attaches thereto: also to abstain from the commission of waste br said premises. attaches thereto; also to abstain from the commission of waste on said premises, end keep the buildings thereon in good repair and insured to the amount of 3----in insurance companies acceptable to the said party of he second part, its successors or assigns, and assign and deliver to it or them all policies of

insurance on said buildings and the renewals thereof. And it is agreed by said party that the party of the second part, its successors or assigns may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property, if default be made in the covenant to insure; and 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 for the foreclosure of this mortgage. In case of such foreclosure, said real

for the foreclosure of this mortgage. In case of such foreclosure, said frai estate shall be sold without appraisement. 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 there-after during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire deth hereby its successors or assigns, may without notice, declare the entitle det nervy secured immediately due and payable, and thereupon, or in case of default in pay-ment of said promisory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, 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 to-

gether and not in parcels. In Witness Whereof, the said party of the first part has hereunto set his hand the day and year first above written.

State of Kansas, County of Shewnee,)ss.

Recorded

On this 3rd day of December A.D. 1917, before me, a Notary Public, in and for said County, personally appeared Peter G. Jackson, a single men, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed. Witness my had and official seal, the day and year last above written. My commission expires April 10, 1920

(L.S. ) Recorded December 6th, A.D. 1917. At 10:35 o'elock A.M.

John E. Kirk, Notary Public Estelle northrup, Register of Deeds, Firme Flord.

Deputy.

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