

REAL ESTATE MORTGAGE.

This Indenture, Made this 30th day of March A.D. 1918, by and between A.G. Shaw and Nancy Shaw, his wife, and his wife, of the County of Douglas and state of Kansas, mortgagor, and ADVANCE-RUMELY THRESHER COMPANY, INC., a New York corporation, of LaPorte, Indiana, mortgagee,

WITNESSETH, That the said mortgagor, for and in consideration of the indebtedness hereinafter mentioned, and one dollar to him in hand paid, the receipt of whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell and convey unto the said Advance-Rumely Thresher Company, Inc., its successors and assigns forever, the following described premises situate in the County of Douglas and State of Kansas to-wit:

Lots 58-59-60-61-65-66-67 Babcock's Place, Lawrence.

To have and To hold the same, with all the privileges and appurtenances thereunto belonging or in any wise appertaining, unto the said mortgagee, its successors and assigns forever. And the said mortgagor, for himself, heirs, executors and administrators, does covenant with the said mortgagee, its successors and assigns forever, that he is well seized in fee of the premises above described, and has good right to sell and convey the same in the manner and form aforesaid; and that the same are free from all incumbrances subject to Mortgage of record and that he will, and his heirs, executors and administrators shall warrant and defend the same against the lawful claims and demands of all persons whomsoever; and that the said mortgagor hereby relinquishes all this rights of homestead and of dower in and to the above described, premises. Provided Always, and these presents are upon the express condition: That if the said mortgagor shall pay or cause to be paid unto the mortgagee, its successors or assigns, the sum of Fourteen Hundred and no/100 Dollars, and interest, according to the conditions of seven promissory notes payable to said Advance-Rumely Thresher Company, Inc. of order, viz:

\$200.00 upon the 15th day of May 1918,
\$200.00 upon the 15th day of June 1918,
\$200.00 upon the 15th day of July 1918,
\$200.00 upon the 15th day of Aug. 1918,
\$100.00 upon the 15th day of Sept. 1918,
\$100.00 upon the 15th day of Oct. 1918,
\$400.00 upon the 1st day of June 1919,

with interest on each of said notes at the rate of eight per cent. per annum from date, to maturity and ten per cent. per annum thereafter until paid, or according to the condition of any and all other notes or obligation which may be taken in lieu of those or any of those above described, or in renewal thereof to secure the payment of said sums of money, or any part thereof; and shall keep and perform all and singular the covenants, stipulations and agreements herein to be kept and performed on the part of the mortgagor, then this indenture shall be void, otherwise in full force and effect.

And the said mortgagor does hereby further covenant and agree that he will pay the said sum of money and interest at the times and in the manner above mentioned and will also pay all taxes and assessments of every nature that may be levied upon said premises before the same shall become delinquent and deliver the receipts therefor to the mortgagee. The mortgagor shall forthwith insure the buildings on said premises against loss or damage by fire, in some reliable insurance company, for the insurable value thereof, or for the amount hereby secured, loss, if any, payable to mortgagee, its successors or assigns, as its, or their mortgage interest may appear. And if the mortgagor shall fail to so insure said buildings, or pay such taxes, and the amount expended by said mortgagee shall forthwith be refunded to it by the mortgagor, and such amount shall be deemed principal money bearing the same rate of interest per annum as the notes herein described, to be payable when the next installment of interest becomes due upon the indebtedness secured by this mortgage, and the payment thereof shall be secured by lien of this mortgage; and in case of foreclosure or the commencement of foreclosure of this mortgage by reason of default in the performance by mortgagor of any of the conditions hereof, mortgagor will also pay a reasonable attorney's fee, in an amount to be fixed by the court. In case default be made in the payment of said sum of money, or any part thereof, or any of said notes or renewals thereof, or the interest thereon at the time or times specified for the payment thereof, or in case of the non-payment of any taxes as aforesaid, or failure to keep the buildings insured, or the breach of any of the covenants or agreements herein contained, to be kept and performed on the part of mortgagor, then and in that event, at the option of the mortgagee, its successors and assigns, (notice of the exercise of which option is hereby waived) the whole of the principal and interest of said notes, or such of them as are at that time unpaid, shall be and become immediately due and payable, and mortgagee, its successors or assigns, may proceed to foreclose this mortgage by advertisement and sale or by suit in court, as may now or hereafter be provided by law, and the benefit of all valuation and appraisal laws is hereby waived. The proceeds of such foreclosure sale shall be applied: (1) To the payment of all costs and expenses of foreclosure, and attorney's fees as aforesaid; (2) To the payment of any and all valid prior liens, taxes or insurance on said premises which may have been or shall be paid or assumed by mortgagee, its successors or assigns; (3) to the payment to mortgagee, its successors or assigns, of the principal and accrued interest of all of said principal debt and notes which are at that time unpaid; (4) the residue, if any there be, shall be paid to the mortgagor, his heirs, executors, administrators or assigns. It is understood and agreed that at any foreclosure sale hereunder any party named herein, or any other person, may become the purchaser of the said mortgaged premises.

And in consideration of \$1.00 and other good and sufficient consideration to her paid at date hereof by said wife of said A. G. Shaw hereby conveys and mortgages to said Advance-Rumely Thresher Company, Inc., according to the covenants and terms above set forth and for the principal amount and interest above specified

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