

**MORTGAGE.**

This indenture, made this 21st day of October A.D. 1918, between Charles A. James and Mary J. James, his wife, and Edgar E. James, a single man, of the County of Douglas and State of Kansas, party of the first part, and J. L. PETTYJOHN & CO. of Ciathe, Johnson County Kansas, parties of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Thirty five Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said parties of the second part, their successors, heirs and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The southwest quarter ( $\frac{1}{4}$ ) of Section Number Thirty (30), Township Number Thirteen (13), Range Number Twenty one (21), East of the sixth (6th) Principal Meridian in Douglas County, Kansas.

To have and to hold the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead, and every contingent right or estate therein, unto the said parties of the second part, their successors, heirs and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Makers have the privilege of paying \$100, or any multiple thereof at maturity of coupon due November first, 1919, or any coupon thereafter by giving sixty (60) days notice in writing until the principal is reduced to not less than \$500, which amount may be paid in one payment at any interest paying date by giving notice as above stated.

Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said parties of the second part, their successors, heirs or assigns, the principal sum of Thirty-five Hundred and no/100 Dollars, on the first day of November A.D. 1923 with interest thereon at the rate of 5 1/2 per cent, per annum, payable on the first day of May and November 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 payable, according to the tenor and effect of a promissory note No. 56289, bearing even date herewith, executed by said party of the first part to J. L. PETTYJOHN & CO. of Olathe, Johnson County Kansas, and payable at the office of said J. L. PETTYJOHN & CO. of Olathe, Johnson County, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

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, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attacked by parties other than the mortgagor.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$3200.00 in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectable, with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party 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 parties of the second part, their successors, heirs 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 parties of the second part, their successors heirs or assigns shall be entitled to 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 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.

In presence of  
J. W. Thomas,  
Eva Jones,

Charles A. James,  
Margaret J. ~~James~~ James.  
Edgar E. James,

Recorded May 14 1923

Dea E. Wetmore

barja  
(dual)

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