In testimony whereof, the said party of the first part hereunto subscribed his name, on the day and year above mentioned.

Chas. R. Mathias, Mrs. Lillian N. Mathias,

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State of Kansas, Douglas County, ss. Be it remembered, that on this 28th day of December, A.D. Mineteen Hundred eight een before me, the undersigned, a Notary Public in and for said County and State, care Chas R. Mathias and Lilian N. Mathias, his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage doad and duly acknowlodged the execution of the same to be their volunatry act and deed. In witness whereof, I have hereunto subscribed my name and affixed my official scal, on the day and year last above written.

(L.S.) My commission expires Apr 7, 1921.

Chas. E. Beeks. Douglas County, Kansas.

Recorded January 8, 1919, • At 10:05 o'clock A.M.

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## Register of deeds, Fine Flora Deputy.

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## MORTGAGE .

This mortgage, made the 27th day of Decenter, A.D. 1918, Between Fred E. Gray, a single man, of the County of Douglas, and State of Kansas, party of the first part, and the Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jesrey, and having its chief office in the City of Newark and state of New Jersey, party of the second part, mitnesseth: that whereas the said party of the first part is justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Four thousand Dollars, to secure the payment of which he has executed one promissory note, of even date herewith, payable on the 3rd day of January, A.D. 1924, being principal note, which note bears interest from January 3, 1919 at the rate of 52 per cent. per annum, payable semi-annually, and evidenced by 10 interest notes of even date therewith, thereto attached. All of said notes are executed by the said party of the first part, and bear interest after maturity at the rate of the order of said The Prudential Insurance Com-pany of America, at its office in Newark, New Jersey. Now, therefore, this Indenture Witnesseth: that the said party of the first part, now, therefore, this Indenture Witnesseth: that the said party of the first part, part of the first part, be first part, be first part, be any solution of the presence of the payment of the

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Now, therefore, this Indenture Witnesseth: that the said party of the first purt, Now, therefore, this Indenture Witnesseth: that the said party of the first purt, Pin consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to-wit: EF

The Northwest fractional Quarter (NW fr. 2) of Section thirty (30), township thirteen (15), South of Kange Nineteen (19), East of the Sixth Principal Meridian, containing One Hundred Sixty and Twenty Five Hundredths (160.25) Acres, more or less

And the said party of the first part expressly agrees to pay the said notes pro-shiptly as they become due, and to payall taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is Gioan, either by the State of kansas or by the county of count what the same Neituated, the party of the first part will pay such taxes or assessments when the same Specome due and payable; and that he will keep the buildings upon the above described ireal estate insured in some solvent incorporated insurance company satisfactory to the the bar of the bar of the same solvent incorporate insurance company satisfactory to the preal estate insured in some solvent incorporated insurance company satisfiatory to Hisaid party of the second part for at least Two thousand dollars, for the benefit o When party of the second part herein or assigns, so long as the debt above secured Schall remain unpaid, and make the policy of insurance payable to the party of the Second part herein or assigns, as collateral security for the debt hereby secured. And it is further provided and agreed by and between said parties hereto that for the benefit of second part merein or assigns, as connectant security for the decomposition of the second part merely assigns, as connectant security for the decomposition of a state of the second part is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or 01 the holder thereof, and insurance premiums as heretofore mentioned, then in such case the whole of said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any 2 time after such default; but the ommission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any times or times, such notice being hereby expressly waived by said party of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten perannum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party