

MORTGAGE.

This indenture made this 25th day of February A.D. 1919 be and between Fred W. Fleer, and Elise Fleer, 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:

Witnesseth, that the said party of the first part, in consideration of the sum of Seventy-five hundred and no/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 southeast Quarter of the Northwest Quarter of Section Thirty-two (32), and a tract in the West Half of the North east quarter of section thirty-two (32) in Township Fourteen (14), described as follows: beginning at the Northwest corner of the Northeast quarter, thence East 69 rods and 5 feet, thence south 80 rods, thence West 10 rods, thence south 80 rods, thence west 59 rods and 5 feet, ~~thence South 80 rods, thence West 10 rods, thence south 80 rods, thence West 59 rods and 5 feet,~~ thence North 160 rods to place of beginning; also the North half of the northwest quarter of section Five (5) Township fifteen (15), except 2 acres in square from out of the Northeast corner thereof, used for cemetery, and also except ~~1 1/2~~ 1 1/2 acres, 10 East and West by 19 rods North and South, out of the Northwest corner, used for Church all in Range Nineteen (19), East of the Sixth Principal Meridian, containing 181 acres, more or less, except a strip of land 20 ft. wide, off the South side of the above described tract in the west half of the northeast quarter of section thirty-two (32)

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 owner 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.

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 (\$7500.00) Seventy five Hundred and 00/100 Dollars, on the first day of March A.D. 1929, with interest thereon from March 1st, 1919 at the rate of five and one-half per cent. per annum, payable on the first day of september and March in each year, together with interest at the rate of ten per cent. per annum on any instalment 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, bearing even date herewith, executed by the said party of the first part and payable to the order of the said The Travelers Insurance Company, at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void, otherwise to remain in full force and effect.

And the said party 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, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors, or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied to pay all legal 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, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$2000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assigns 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 therefor with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible 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 the payment of any instalment 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 said party of the second part, its successors or assigns, may at its or their option, 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, 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 provided that the whole of said premises be sold together and not in parcels.

The following is enclosed on the original instrument.
The Travelers Insurance Company, who most largely insures mariners, see hereby acknowledge full payment of the debt secured by the foregoing mortgage, and such as in the
City of New York, Douglas County, Kansas, to discharge the same of record.
In Witness Whereof, She and Company have caused these presents to be signed by
variously
Description
4, not in
A. D. 1920.
The Travelers Insurance Company,
(Cor. Seal) By: H. A. Page, Vice President

Recorded Dec 28 1922
Estelle N. Dethlefsen
 Register of Deeds.
Turner, Florida
Dep.

To secure the

Default for
non-payment
of interest