

And it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

In witness whereof the said party of the first part have hereunto set their hands the day and year first above written.

State of Kansas,  
County of Douglas,) ss.

Be it remembered, that on this 28 day of Feb. A.D. 1919, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred W. Fleer and Elise Fleer, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires Oct. 25, 1921..  
Recorded March 7th, 1919,  
At 3:45 o'clock P.M.

(L.E.)

Fred W. Fleer,  
Elise Fleer,

J.C. Wise,  
Notary Public.

*Estelle Northrup*  
Register of Deeds,  
*Kenneth Clark*  
Deputy.

#### MORTGAGE.

This indenture, made this 18th day of February A.D. 1919, by and between Elise Fleer and Fred W. Fleer, her husband, of the County of Douglas and State of Kansas, parties of the first part, and The Pioneer Mortgage Company, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Fifty Four Hundred and 00/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The south 80 acres of the southwest quarter of section thirty two (32), except 1 acres out of the South west corner thereof, 19 rods north and south  $8\frac{1}{2}$  rods East and West; also the Northeast quarter of the southwest quarter of section thirty-two (32), all in township fourteen (14), Range Nineteen (19), East of the Sixth Principal Meridian, containing 119 acres, more or less,

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 unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners 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 said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon the following agreement, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Fifty four hundred and 00/100, Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part 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 October and April in each year according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The Pioneer Mortgage Company, in Topeka, Kansas, and all of said notes bearing ten per cent. interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings, and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$..... in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured or in re-building.

*Surrender of Possession*

*Renewal*

*Certificate of Acknowledgment*

Recorded Jan 22 1919  
*Grace E. McElman*  
Register of Deeds

*Corp. Seal.*

*W.C. Pratt*  
*Vice President.*

*The following is abstract on my insurance -  
The Pioneer Mortgage Co. has paid in full, and the same is hereby canceled this 28th day of January, 1921.  
The Travelers Insurance Company.*

*In Assignment Book 57 Page 25*