

MORTGAGE.

This indenture, made this 20th day of March, in the year of our Lord one thousand nine hundred and nineteen, by and between William P. Henry and Minnie L. Henry, husband and wife, of the County of Douglass and state of Kansas, parties of the first part, and Kate Henry party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Four Thousand (\$4000.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do Grant, Bargain, sell, convey and confirm, unto the said party of the second part, and to her heirs and assigns, forever, all of the following-described tract, piece, or parcel of land lying and situate in Douglass, County of Douglass and state of Kansas, to wit:

The west 48 and 79/100 Acres of and being the west fractional half of the of the North west fractional Quarter of section No. 18, in Township No 12 South, of Range No 18, East of the 6th P.M.

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 her heirs 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, her heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of Four Thousand (\$4000.00) Dollars, lawful money of the United States of America, being the balance of the purchase-price of said land, and payable in installments according to the tenor and effect of a certain First Mortgage Real Estate Bond and the coupon notes thereto attached, executed and delivered by the said parties of the first part, bearing date March 20th, 1919, and payable to the order of the said party of the second part, with interest thereon from date until maturity, at the rate of 5 per cent. per annum, payable semi-annually. The installments of principal are evidenced by one certain promissory coupon notes, attached to said bond, payable to the order of the said party of the second part, five years after date. The installments of interest are further evidenced by ten certain promissory coupon notes, attached to said bond, payable to the order of the said party of the second part, on the 20th days of Sept and March, in each year. All of above-mentioned coupon notes are of date Mar. 20th, 1919, payable at Topeka, Kansas, and bear interest after maturity at the rate of ten per cent. per annum.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 6 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Two Thousand (\$2000.00) Dollars; loss, if any, payable to the mortgagee or her assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder, or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises, Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, within thirty days after the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

*The following is entered on original instrument:
found as made by the Plaintiff. After the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do Grant, Bargain, sell, convey and confirm, unto the said party of the second part, and to her heirs and assigns, forever, all of the following-described tract, piece, or parcel of land lying and situate in Douglass, County of Douglass and state of Kansas, to wit:
The west 48 and 79/100 Acres of and being the west fractional half of the of the North west fractional Quarter of section No. 18, in Township No 12 South, of Range No 18, East of the 6th P.M.*

day of March - A.D. 1919 - Mrs. Kate Henry - Charles H. McElman