

Witnesseth, that the said party of the first part, for and in consideration of the sum of Seven Thousand Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in Douglas, County and State of Kansas, to-wit:

The East Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) Section Sixteen (16),
The South Half ($\frac{1}{2}$) of the North West Quarter ($\frac{1}{4}$) Section No. Nine (9),
The West Ten (10) acres of the South Half ($\frac{1}{2}$) of the North East Quarter
($\frac{1}{4}$) Section Nine (9), all in
Township Fifteen (15), of Range Nineteen (19), & Containing One Hundred
seventy acres according to the Government Survey.

This mortgage is given to secure a part of the purchase price of the above described land.

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 his heirs and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is 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 he will warrant and defend the same in the quiet and peaceable possession of said party of the second part his 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 James E. Dyer, is justly indebted unto the said party of the second part in the principal sum of Seven Thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said James E. Dyer and payable according to the tenor and effect of one certain first Mortgage Real Estate Note, executed and delivered by the said James E. Dyer bearing date July 1st 1919 payable to the order of the said Robert E. Hayslett of Cleveland, Ohio, Five years after date, at Merchants National Bank, Lawrence, Kans with interest thereon from date until maturity at the rate of six per cent. per annum, payable annually, on the first days of July in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by five coupons attached to said principal note, and of even date therewith, and payable to the order of said Robert E. Hayslett at Merchants National Bank, Lawrence, Kans.

Second, said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter 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 10 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 party of the first part hereby agrees 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 party of the first part hereby agrees 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.....Dollars, less, if any, payable to the mortgagee or...assigns. And it is further agreed that every such policy of insurance shall be held by the part 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 party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said party of the first part hereby agrees that if the maker 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, when 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.

For Assignment see Book 60 Page 224
for Release (Part) see Book 60 Page 222

Received - Sept 27 - 1924
Jas. W. Beeman
Register of Deeds

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