

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 the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$.... in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign 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 case of default in payment of any installment 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 such default, the said party of the second part, its successors or assigns, may, 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, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

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

Michael A. Anderson,
State of Kansas,)
County of Douglas, } ss.

Michial A. Anderson,
Nellie Anderson,

Cn this 23rd day of January A.D. 1920, before me, a Notary Public, in and for said County, personally appeared Michael A. Anderson and Nellie Anderson, husband and wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.
My commission expires September 15th, 1922.

(L.S.)

E. J. Hilkey,
Notary Public.

Recorded Jan. 23, 1920,
At 4:10 o'clock P.M.

Estelle Weichaupt,
Register of Deeds,
Jesse H. Hahn,
Deputy.

MORTGAGE.

This indenture, Made the fourteenth day of January, A.D. 1920, between Fred Bahnmaier and Anna Bahnmaier, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part; Witnesseth, That the said parties of the first part, in consideration of Six thousand 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, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to wit:

The southeast quarter of section number fourteen, in township number twelve south, of range number seventeen east.
Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

To have and to hold the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

Conditioned, however, that if Fred Bahnmaier, one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid, to the said party of the second part, its successors or assigns, at the office of said party of the second part in the city of Milwaukee, Wisconsin, the sum of Six thousand dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Fred Bahnmaier, one of said parties of the first part, to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company of companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than two thousand dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as

*This document is entered on the mortgage instrument -
The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, party of the second part, in consideration of Six thousand 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, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to wit:*

*See p. 407
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