

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.

State of Kansas,)
County of Douglas, ss.

Fred Simon,
Clara Simon,

On this 16th day of February, A.D. 1920, before me, a Notary Public, in and for said County, personally appeared Fred Simon and Clara Simon, his 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.

E. J. Hilkey,
Notary Public.

Recorded Feb. 25, 1920, .
At 4:20 o'clock P.M.

(L.S.)

Estelle Northrup
Register of Deeds,
John J. Lane
Deputy.

MORTGAGE.

This indenture, made this 20th day of January, in the year of our Lord, one thousand nine hundred and twenty between E. L. Rush, a single man, of Irma, in the Province of Alberta Canada party of the first part, and The Ottawa Mortgage Company, a corporation under the laws of Kansas, located at Ottawa, Franklin County, Kansas, party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of \$2000.00 Two Thousand Dollars, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does Grant, Bargain, sell and Mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Commencing eighty (80) rods east of the southwest corner of the southwest quarter ($\frac{1}{4}$) of section thirty four (34) in township fourteen (14), south of range nineteen (19), thence running east eighty (80) rods, thence north eighty (80) rods, thence west eighty (80) rods, thence south eighty (80) rods to place of beginning, containing forty (40) acres more or less; also commencing at the southwest corner of the southwest quarter ($\frac{1}{4}$) of the southeast quarter ($\frac{1}{4}$) of section thirty four (34), township fourteen (14) south of range nineteen (19), thence running north eighty (80) rods, thence east eighty (80) rods, thence south sixty one (61) rods, thence west thirty six (36) rods, thence south nineteen (19) rods, thence west forty four (44) rods to the place of beginning, containing thirty five (35) acres and one hundred sixteen (116) rods more or less.

with the appurtenances and all the estate, title and interest of the said party of the first part therein. 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 encumbrances, First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$1000.00 One thousand Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$2000.00 Two Thousand Dollars, according to the terms of a certain mortgage note or bond this day executed by the said party of the first part, and payable on the 20th day of January 1925, to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of ten interest notes attached, and all of said notes bearing ten per cent. interest after due; both principal and interest being payable in lawful money of the United States of America, at the office of the Ottawa Mortgage Company, in Ottawa, Kansas. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues