

nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or encumbrance on said premises other than herein stated, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

In Witness Whereof, The said parties of the first part have hereunto set their hands, the day and year first above written.

State of Kansas, County of Douglas, ss.

William A. Koehler,
Lena Koehler,

Be it remembered, that on this 19th day of March, A.D. 1920, before the undersigned, a Notary Public within and for the County and State aforesaid, came William A. Koehler and Lena Koehler, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

My commission expires January 29th, 1923.

(L.S.) Adolph Lotz, Jr.
Notary Public.

Recorded March 25th, 1920.
At 9:30 o'clock A.M.

Edith Nordrup,
Register of deeds,
Frank L. ...
Deputy.

MORTGAGE.

Know all men by these presents:

That John Van Lindley, a single man of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party have mortgaged and hereby mortgage, convey and warrant to Maxwell Investment Company, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to wit:

The South Half of the Southwest Quarter of Section Three (3) Township Fourteen (14) South Range Twenty One (21) East, containing eighty acres, more or less,

together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to Maxwell Investment Company, its successors and assigns, the payment of the sum of Forty Five Hundred Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached all of said notes being of even date herewith, payable at the Guaranty Trust Company of Kansas City, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

The First party hereby covenants and agrees;

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators, will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of None Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said party; and

Upon failure to comply with either of these conditions, covenants and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That as additional and collateral security for the payment of the debt hereinbefore described, the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate,

Recorded March 6, 1920
Jas. E. Wellman
Register of Deeds
The following is endorsed on the original instrument
This instrument has been paid in full and the same is hereby
cancelled and released this 20th day of April 1920.
Jas. E. Wellman
Register of Deeds

Recorded April 22, 1920
Jas. E. Wellman
Register of Deeds
Received of John Van Lindley for the within named Mortgage, the sum of Forty Five Hundred Dollars, in full satisfaction of the within Mortgage.
Jas. E. Wellman
Register of Deeds
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Metropolitan Life Insurance Company
1111 Market Street
New York City