And the said parties of the first part, for themselves and their heirs, do here by covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully setzed in fee of said premises, and have good right to sell and convey the same; that said premises arefree and clear of all encumbrances except Five Thousand and no/100 Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said pre-mises against the lawful claims and demands of all persons whomsoever.

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

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Braddie H. Powell, Lola S. Powell.

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State of Kansas, Douglas County, ss. Be it remembered, that on this, the 11 day of June A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Braddie H. Powell and Lola S. Powell, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires July 24, 1921. (L.S.) Recorded June 29, 1920, At 4:05 o'clock P.N.

W. F. March. Notary Public.

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MORTGAGE.

This indenture, Made this 24th day of June A.D. Nineteen Hundred and Twenty by and between A. M. Rundle and Mary Rundle, husband and wife, in the County of Osage, and state of Kansas, parties of the first part, and The Farm Mortgage Trust Company, (incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Seven thousand Five Rundred and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby Mortgage and Warrant to the said party of the second part and to its legal representatives and assigns forever, all the following described tract piece or parce of land, lying and situated in the county of Douglas and State of Kansas, to wit: parcel

The Northwest Quarter  $(NW_{d}^{i})$  and the North Half  $(N_{d}^{i})$  of the Northeast Quarter (NE4) of Section Sixteen (16) In Township Fifteen (15) South, Of Range Eighteen (18) East of the 6th Principal Meridian, Containing Two Hundred Thirty-nine and one-half (2392) Acres, more or less, according to Government Survey,

to secure the payment of one certain first mortgage real estate note No. 5426-1 and coupons attached executed and delivered by the said parties of the first part, bearing even date herewith, payable to the order of the said The Farm Mortgage Trust Company, at its office in Topeka, Kansas, said note being for Seven Thousand Five Hundred and no/100 Dollars for which amount said parties of the first part are justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said parties of the first part.

Said parties of the first part hereby agree and covenant as follows: First. 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 all interest coupons, 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, ass-essments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts 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 ten per centum 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 in case of foreclosure the judgment shall provide that the whole of said premises by sold together and not in parcels.

Second: 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. Third; 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 None Dollars fire and lightning, and to the amount of ..... Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holdevor 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

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