

with interest thereon from maturity until paid, at the rate of ten per cent, per annum, according to the tenor and effect of the Twenty promissory notes of the said mortgagors of even date herewith. In case of default for ten days in the payment of any of said notes, or any part thereof, when the same becomes due then all of said notes shall become due and payable immediately. The said parties of the first part, agrees to pay all taxes and special assessments of any kind assessed against or due upon said property, as they mature; which may be levied against said property, before delinquency, and upon a failure or neglect to do so, such taxes or assessments or any other liens on said property may be paid by said second party, and such payments with ten per cent interest from date thereof, may be collected from the said first parties and shall be secured by these presents. The foregoing conditions, all and singular, being performed according to their natural and legal import, this conveyance shall be void, otherwise, to be and remain in full force and effect.

Signed this seventh day of July A.D. 1920.

George A. Tuttle,
Nellie A. Tuttle,

In the presence of

State of Kansas,)
Douglas County,) ss.

On this 9 day of July A.D. 1920, before me, a Notary Public in and for said county, personally came George A. Tuttle and Nellie A. Tuttle, his wife, personally known to me to be the same persons who executed the above instrument and they duly acknowledged said instrument, and the execution thereof to be their free and voluntary act and deed.

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

My commission expires Jan. 14, 1923.

(L.S.)

Leta F. Kennedy,
Notary Public.

Recorded July 14, 1920,)
At 2:50 o'clock P.M.

Estelle N. Dorschner
Register of Deeds,
Ferns Flora
deputy.

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 Hundred 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 parcel of land, lying and situated in the county of Douglas, and state of Kansas, to wit:

The North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) (less a strip of land sixteen and one half (16 $\frac{1}{2}$) feet wide off the extreme East end of the same), And the Northwest Quarter, (NW $\frac{1}{4}$) of Section Sixteen (16) in Township Fifteen (15) South, of Range Eighteen (18) East of the 6th Principal Meridian, both of the above-described tracts of land exclusive of the exception noted therein comprising a total of Two Hundred Thirty nine and one-half (239 $\frac{1}{2}$) acres, more or less, according to 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, assessments 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 be 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.

Recorded July 18, 1920, 5 (Comp. Sec.)
Estelle N. Dorschner
Register of Deeds

Attest:
Robert D. Gray
Secretary
of
The Farm Mortgage Trust Company
19: St. Louis, Mo. 11th Nov. 1920
of
The Farm Mortgage Trust Company
19: St. Louis, Mo. 11th Nov. 1920