

And the said party of the first part do further covenant and agree, until the debt hereby secured is full 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 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 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 the 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.

William A. McPheeters,
Bertha A. McPheeters,

On this 4th day of October, A.D. 1920, before me, a Notary Public, in and for said County, personally appeared William A. McPheeters and Bertha A. McPheeters, 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 May 15, 1923.

(L.S.)

W. M. Clark,
Notary Public.

Recorded October 6, 1920,
At 2:50 o'clock P.M.

Edward Nordrup
Register of Deeds,
Ferne Sloan
Deputy.

MORTGAGE.

This indenture, Made this 1st day of October in the year of our Lord nineteen hundred and twenty by and between Gilbert P. Henry and Gladys Henry, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of Twenty Four Hundred 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, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The East Sixty (60) acres of the Northeast Quarter of Section Twenty Three (23) Township Twelve (12), Range Seventeen (17), East of the Sixth Principal Meridian,

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Twenty Four Hundred Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of October, 1927, to the order of the said party of the second part with interest thereon at the rate of 6½ per cent per annum, payable semi-annually, on the first days of April and October in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent. interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof: to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of One Thousand Dollars, in

The following is endorsed on the original instrument:

This mortgage has been paid in full, and the same is hereby cancelled. 10th day of April, A.D. 1925.

The Central Trust Co.
By Charles Woodward
Vice Pres. & Secy

Recorded April 15th 1925
Spa. C. McElman
Register of Deeds