Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, his heirs or assigne, the principal sum of Fifteen Rundred Dollars, on the first day of January A.D. 1926, with interest thereon at the rate of God per cent. per annum, payable on the first day of January and July in each year, together with interest at the rate of ten per cent. per annum on any instalment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of Betzer Kealty and Loan Company, Topeka Kansas, and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid together with all costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said party of the second part, his heirs or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, 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 and insured in insurance companies acceptable to the said party of the second part, his heirs or assigns, and assign and deliver to him 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, his heirs or assigns, may pay such taxes and assessments, and 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, his beirs or assigns, may, without notice, declare the entire debt hereby secured immediately due any payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part his heirs 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.

Harry A. Sutton, Minnie Sutton,

State of Kansas,) County of Shawnee,)ss.

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On this 31st day of December A.D. 1920, before me, a Notary Public, in and for said County, personally appeared Harry A. Sutton and Minnie Sutton 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 January 30th, 1923.

(L.S.)

Homer F. Wright, Notary Public.

Register of Deens, . Register of Deens, . Jerne Lora Deputy. A

hered

101 19-2

The following is endorsed on the original instrument.

Recorded Jan. 4, 1921, 4 At 9:20 o'clock A.M.

MORTGAGE.

This Mortgage, Made this 21st day of Docember, 1920, by William H. Davis, a widower of the County of Douglas and State of Kansas, Party of the first part, to The Davis-Wellcome Mortgage Company, a corporation, existing under the laws of the State of Kansas, having its office at Topeka, County of Shawnee and State of Kansas, party of the second part:

Witnesseth, that said party of the first part, in consideration of the sum of three hundred fifty Dollars, to him in hand paid, the receipt of which is hereby acknowledged do by these presents, grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, the real estate situated in the County of Douglas, and State of Kansas, particularly bounded and described as follows, to wit:

The North Half (N_2) of the Southeast quarter (SE₂) of Section twenty Four (24) also beginning at the southwest corner of said North Half (n_2) of Southeast Quarter (SE₂), running thence East along the south line of said North Half (N_2) , Forty nine (49) rods, thence South Two (2) rods and Twenty (20) links, thence West Forty Nine (49) rods, thence North Two (2) rods and Twenty (20) links to place of beginning, all p in Section Twenty Four (24), Township Twelve (12), South of Range Nineteen (19), East of the Sixth Principal Meridian, also Lot One (1) in Section Nineteen (19), Township Twelve (12), South of Range Twenty (20), East of the Sixth Principal Meridian, less railroad right-of-way, containing One Hundred Fifteen (115) Acres, more or less.