101

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

> Oscar E. Shelton. (Seal) Nettie B. Shelton. (Seal)

> > Notary Public.....County;

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

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Pe it remembered, that on this 11 day of April, A.D. 1921, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Oscar E. Shelton and Nettic B. Shelton, his wife, who are perconally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same. In Testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. S. D. Moherman.

(L.S.)

term expires March 11, 1924.

Recorded April. 13, 1921,/ At 2:30 o'clock, P.M.

MORTGAGE.

itelle Notchrup Firne Flora Deputy.

Kansas.

- Lat Schwalter S. L.

ALL STORE

This indenture, made this 1st day of March A.D. Nineteen Hundred and Twenty one, by and between Fred E. Haas and Nora V. Haas, husband and wife, in the county of Douglas 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 Two Thousand Three 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 East Half (E_2^i) of the southeast quarter (SE_2^i) of Section Four (4) In Township Fourteen (14) South, of Range Nineteen (19) East of the 6th principal Meridian, Containing Eighty (60) Acres, more or less, according to Government Survey,

to secure the payment of one certain first mortgige real estate note No. 5733-3 and coupons attached, executed and delivered by the said parties of the first part, bearing even date her with, product and derivered by the said parties of the first part, bearing even date her with, probable to the order of the said The Firm Mortgage Trust Company, at its office in Topeka, Kansas, said note being for Two Thousand Three 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 promiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the suid 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 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. Fut whether the legal holder of holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly under stood 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 promises 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.

Third; to procure and maintain policies of insurance on the buildings erected and to be erected upon the aboys described premises in some responsible insurance company, to the satisfaction of the legal holders of this mortgage to the amount of One Thousand Four Hundred and no/100 Dollars fire and lightning, and to the amount of One Thousand Four Hundred and no/100 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 hold by the party of the second part, or the legal holder or 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 same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; cr may elect to have buildings repaired, or new buildings neeted on the aforesaid morfgaged premies. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.