To have and to hold the same with all and singular. the hereditaments

To have and to hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever, provided always, and this instrument is made, execut-ed and delivered upon the following conditions, to wit: Whereas, Charles W. Wiseman, and Thera A. Wiseman, the said parties of the first part have this day made, executed and delivered to the said party of the second part their promissory note of even date herewith, by which they premise to pay to the said H. L. Alt, or order, for value received One Thousand (1000.00) Dol-

lars, due March 21, 1923 with interest from this date to maturity at the rate of Seven per cent per annum, payable semi-annually, as evidenced by ..... for the sum of \$....each, falling due on the .....days of ....and ..... in each year, both principal and interest notes are payable at Commerce Trust Company in Kansas City, Mo. and bear interest from maturity until paid at the rate of ten per cent per annum, payable semi-annually. This note is given as part purchase price of above described property.

Now, if the said Charles W. Wiseman, J. W. Wiseman and Thera A. Wiseman shall well and truly pay, or cause to be paid, the sum of money in said note men-tioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, forclosing all rights and equities in and to said premises of said parties of the first part, all rights and equilies in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appra-isement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this. Mortgage until said note and interset, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Four Thousand (4000.00) Dollars for the benefit of the said party of the second part or his assigns; and in default for the benefit of the Said party of the second part of his assigns, and in using thereof said party of the second part may at his option effect such insurance in her own name, and the premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with ten per cent interest may be enforced and collected in the same manner as the principal debt hereby secured,

And the said parties of the first part\_ve hereby covenant and agree that at the delivery hereof said parties of the first part, 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 incumbrance and they they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part her heirs and assigns forever; against the lawful claim of all persons whomsoever, excepting as above mentioned.

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

Executed and delivered in presence of

Charles W. Wiseman. J. W. Wiseman, Thera A. Wiseman.

State of Kansas. County of Barber, )ss.

Recorded May 28, 1921, At 8:10 o'clock A.M.

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Be it remembered, that on this 14 day of April A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. W. Wiseman and Thera A. diseman, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

Clara Groendyche, Notary Public.

Esticie Mosthrup Register of Deeds,

Notary Public. Deputy.

Term expires Dec. 10, 1922. 

Approximation and a second sec

State of Kansas, Shawnee County, ss. Fe it remembered, that on this 26th day of April A.D. 1921 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles W. Wiseman who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution

of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal, the day and year last above written. Term expires March 23, 1925. B. L. Johnson, (L.S.)