

of Newark, New Jersey.

Now, therefore, this indenture Witnesseth; that the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The southeast quarter (SE $\frac{1}{4}$) of Section Twenty Nine (29), Township Fourteen (14), South of Range Twenty (20), East of the Sixth Principal Meridian, less the following Commencing at the Northwest corner of said Quarter Section, thence running East One Hundred Four (104) rods, thence South Twenty Four (24) rods, thence West Twenty Eight (28) rods, thence south Fifty Six (56) rods, thence West Seventy six (76) rods, thence North Eighty (80) rods to beginning, also less railroad right-of-way and public road, containing One Hundred Eight (108) Acres, more or less.

And the said party of the first part expressly agrees to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agrees that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the party of the first part will pay such taxes or assessments when the same become due and payable; and that she will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at anytime or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first party in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said party of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the court may direct.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

In witness whereof, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

State of Kansas,)
County of Douglas, ss.

Rachel White, (Seal)

Be it remembered, that on this fourth day of February, A.D. 1922, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rachel White, a widow, who is personally known to me to be the same person who executed the foregoing mortgage, and such person 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.

J. B. Ross,
Notary Public, Douglas County, Kansas.

Term expires July 22, 1925.

(L.S.)

Recorded Feb. 6, 1922,
At 1:35 o'clock P.M.

F. B. Ross
Register of Deeds
F. B. Ross
Deputy.

This mortgage was filed in the office of the Register of Deeds for Douglas County, Kansas, on the 6th day of February, 1922, at 1:35 o'clock P.M.

Recorded

The following is endorsed on the Original instrument
The amount secured by this mortgage has been paid in full, and the same is hereby released, this 1st day of December 1925.
The President Insurance Company of America By Arthur C. Metz Vice President
attest now at New York, New York
exp. Dec