

undertaking by the parties of the first part, as herein provided, to pay any taxes or assessments is legally inoperative, then and in such event the debt secured without deduction shall at the option of the party of the second part, its successors or assigns, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1000.00 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 percent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said parties 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 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 hereby 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 immediate possession of said premises by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, 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.

And the said parties of the first part do hereby waive all appraisal and all benefits of Homestead, Exemption and Stay Laws of the State of Kansas, and it is furthermore agreed that this mortgage and the note thereby secured shall be construed and adjudged according to the laws of the State of Kansas at the date of their execution.

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

Arthur W. Anderson.
Eva E. Anderson.

State of Kansas. }
County of Douglas. } ss

On this 13 day of December A.D. 1923, before me a Notary Public, in and for said County personally appeared Arthur W. Anderson and Eva E. Anderson, his wife to me well 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.

F. B. Dodds

L.S. (Seal of Douglas County)
My Commission expires January 23, 1925.

Notary Public.

MORTGAGE

This instrument was filed by record on the 13 day of Dec. A.D. 1923.
At 2:55 o'clock P.M.

FROM
- Arthur W. Anderson & Eva E. Anderson.
TO
- Central States Mortgage Co

Joe E. Wellman
Register of Deeds
Joe E. Wellman
Deputy.

This Mortgage, made this 8th day of December 1923 by Arthur W. Anderson and Eva E. Anderson, husband and wife of the county of Douglas and State of Kansas parties of the first part, to the Central States Mortgage Company, a corporation under the laws of Missouri located at St. Joseph, E. Buchanan County Missouri party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of One Hundred Forty (\$140.00) 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 or assigns, the real estate situated in the County of Douglas and State of Kansas, particularly bounded and described as follows, to-wit: The Northeast quarter (NE $\frac{1}{4}$) of the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty-six (26), Township Thirteen (13) Range Nineteen (19) containing Forty (40) acres.

To Have and To Hold the same forever; Provided however that whereas the said parties of the first part have this day for value received, executed and delivered to the said Central States Mortgage Company ten Negotiable Promissory Notes, each for the sum of fourteen (\$14.00) Dollars due respectively in 6, 12, 18, 24, 30, 36, 42, 48, 54, and 60 months after January 1, 1924 with interest from maturity at the rate of Ten per cent per annum, each payable to its order at its office in St. Joseph Missouri. When all of said notes shall have been paid then this mortgage shall be cancelled at the cost of the said parties of the first part. If any of said notes be not fully paid at maturity thereof, then all of said notes then unpaid shall be due and payable and bear interest at the rate of ten per cent per annum as provided by said notes, and judgment therefor, and for costs of suit, and for the foreclosure of this mortgage, shall be rendered. If judgment be rendered for foreclosure of this mortgage it shall be that the whole of said real estate be sold together, and not in parcels.

This mortgage is subject to a mortgage this day given to Central States Mortgage Company ST Joseph Missouri to secure a loan of (\$2000.00) Two Thousand Dollars

In Witness Whereof, the parties of the first part have hereunto set their hands at the date first herein written.

Arthur W. Anderson
Eva E. Anderson.

State of Kansas. }
County of Douglas. } ss

Be it remembered, That on this 13 th day of December A.D. 1923 before the undersigned a Notary Public, within and for the County and State aforesaid came Arthur W. Anderson and Eva E. Anderson husband and 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 the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at my office in said County on the day and year last above written.

F. B. Dodds.
Notary Public.

L.S.
My Term of Office expires January 23 1925.

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