

of Douglas and State of Kansas---(the first party hereto) and Provident Mutual Life Insurance Company of Philadelphia, a corporation under the laws of the State of Pennsylvania, having its Principal office in the City of Philadelphia and State of Pennsylvania (the second party hereto); Witnesseth, That Whereas the said J. W. Foulks and Ermine Foulks, his wife,---J. A. Foulks and Grace Foulks, his wife, are, justly indebted to said second party for money borrowed, in the sum of Thirty-six Hundred Dollars (\$3,600.00) evidenced by a certain Principal Note or certain Principal Notes of even date herewith, executed and delivered by the person or persons last hereinabove named, payable to the order of said second party at its principal office, N. W. Cor. Fourth and Chestnut Streets, Philadelphia, or at the office of such "Trust Company or Bank in such other place as the holder of said Note or Notes may from time to time in writing appoint, and further described as follows:--One Principal Note in the sum of -----

Thirty-six hundred -----dollars, Payable on the Twenty-fourth day of March A.D. 1929 with interest at the yearly rate of --5%-- per cent, payable on the Twenty-fourth day of the months of March and September in each year, evidenced by Interest Notes for the installments of Interest aforesaid, accompanying said Principal Note or Notes, said Interest Notes being payable at the place and in the manner appointed as aforesaid for the payment of said Principal Note or Notes, or at the office of such "Trust Company or Bank in such other place as the holder of said Interest Notes may from time to time in writing appoint with exchange on New York; all said Principal and Interest Notes bearing interest after maturity or default in the payment thereof at the yearly rate of ten per cent payable half yearly until paid; all whereof by reference to said Principal and Interest Notes will more fully appear; Now Therefore, Said first party, in order to secure the payment of the principal and interest money aforesaid represented by the Principal and Interest Notes aforesaid, and in consideration of One Dollar unto the first party paid by the second party, the receipt whereof is hereby acknowledged, does by these presents grant bargain, sell, convey and warrant unto the second party, and to the successors and assigns of said second party, forever, the following described real estate, situate in Palmyra Township, County of Douglas and State of Kansas, to-wit:

The East half of the Southeast Quarter of Section Eighteen, Township Fifteen South, Range Twenty-one East of the Sixth Principal Meridian, containing Eighty acres more or less, with buildings and improvements.

Together with all and singular the tenements, hereditaments, rights, privileges and appurtenances therunto belonging or in anywise appertaining; hereby releasing and waiving all rights under and by virtue of the Homestead or Homestead Exemption laws of the State of Kansas, and all rights to retain possession of said real estate after default in payment, or after breach of any covenant or undertaking hereby said first party to be kept and performed; To Have and To Hold the said real estate with all and singular the tenements, hereditaments, rights, privileges and appurtenances therunto belonging or in anywise appertaining, and all rights of Homestead and Homestead Exemption, to the said second party and to the successors and assigns of said second party, forever, for the uses and purposes herein expressed; And all of the said Persons Together Constituting Said First Party, hereby jointly and severally covenant promise and agree to and with said second party, as follows, to-wit: (1) That said first party is the owner of said real estate in fee simple, and has good right to sell and convey and mortgage the same. (2) That said real estate is free from all liens and encumbrances; (3) that said first party is in peaceable possession thereof and will warrant and defend the same against the lawful claims of all persons whomsoever; (4) To pay the Principal and Interest moneys hereby secured when and as the same shall become due and payable without deduction for any taxes, rates or governmental charges of any kind, any and all which said taxes, rates or governmental charges upon the ownership of the party of the second party hereto, or upon the Notes or indebtedness secured hereby, shall be paid by the party of the first party; (5) Not to commit or permit waste on said real estate, nor allow any of the buildings situate thereon to become vacant or unoccupied; (6) To pay all taxes and assessments of every kind which may be levied or assessed within the State of Kansas, upon said real estate, or any part thereof, or upon the ownership of said party of the second party in said real estate or upon the Notes or indebtedness secured by this Mortgage, before any taxes and assessments as aforesaid may become delinquent; (7) To procure and keep in force, Policies of Fire Insurance, insuring the buildings which now are, or hereafter may be on said real estate, for an amount and in Stock Companies at all times satisfactory to said second party, so long as any part of the indebtedness hereby secured shall remain unpaid and to deliver the Policies representing said insurance, to said second party with standard New York and Pennsylvania non-contributory Mortgage Clauses attached to said policies, making the loss thereunder, if any payable to said second party as additional security; (8) That said second party may pay any and all taxes or assessments as in this Mortgage provided, redeem said real estate from tax or assessment sale, remove all statutory or other liens therefrom, and procure said Fire Insurance, on failure of the first party so to do; and all moneys so advanced with interest at the yearly rate of ten per cent, shall be secured by this Mortgage, and shall be repaid by said first party on demand, or on demand made upon the party then in possession of said real estate; (9) That if default shall be made in the payment of said Principal or Interest Notes or any of them, when due, or if there shall be default in the performance of any covenant, undertaking, promise or condition expressed in or implied by this Mortgage and by the party of the first party to be kept and performed, then and in either such case the whole indebtedness secured hereby, including all payments made by the party of the second party for liens, taxes, assessments, fire insurance premiums, costs, charges, or otherwise howsoever, shall at the option of said second party, forthwith become due and payable, and may be collected at once by foreclosure or otherwise, without notice of breach of such covenant, condition, promise or undertaking; (10) That the principal sum secured by this Mortgage, less any proper credit for money already paid on account of said principal sum, shall, in case of such default and the exercise of such option, bear interest until said principal sum shall be fully paid, at the yearly rate of ten per cent as agreed assessed and liquidated damages for such default, and this Mortgage shall stand as security therefor and thereupon may be foreclosed to pay the same; (11) That upon any such default it shall be lawful for the party of the second party, at the option of said party of the second party, forthwith to enter into and upon the real estate hereby granted, or any part thereof, and to receive all rents, issues and profits thereof; (12) That if any proceedings shall be brought to foreclose this Mortgage or to collect the principal or interest represented by the Notes hereinbefore recited, the Court may upon application at any time during such proceedings or during any period of stay of execution or redemption from the foreclosure or other judgment or decree, appoint a Receiver to take possession, control and care of said real estate and collect the rents and profits thereof and apply the net proceeds to the payment of the debt hereby secured; and such application for the appointment of a receiver shall in no manner prevent or retard the collection of all sums secured by this Mortgage, either by foreclosure or otherwise; (13) That any failure of the party of the second party to exercise any right or option by this Mortgage given or reserved to said party of the second party, shall not estop said party of the second party from exercising any such right or option upon any subsequent default of the party of the first party; (14) That all rights and remedies given or reserved to said second party shall be cumulative and may be all exercised simultaneously, so that the exercise of one or more of said rights or remedies shall not exclude or prevent the exercise of the other or others thereof; (15) That this Mortgage and the Principal and Interest Notes by this Mortgage secured are made and executed under and are in all respects to be construed by the laws of the State of Kansas; (16) That all the covenants, promises, undertakings, agreements, rights, remedies, privileges, benefits and obligations by this instrument imposed upon or reserved unto the respective parties hereto, shall respectively extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of said parties: Provided Always Nevertheless, That if said first party shall pay all said indebtedness and shall fully keep and perform all the covenants, undertakings, promises and agreements by said first party to be kept and performed, as expressed in this Mortgage or in the Principal and Interest Notes accompanying the same,

Revised Copy 6-11-1929  
State of Kansas  
County of Douglas  
City of Palmyra

This document is a copy of the original document as filed in the office of the County Clerk of Douglas County, Kansas, and is subject to the provisions of the Act of the Legislature of the State of Kansas, approved March 1, 1909, relating to the recording of mortgages.

Witness my hand and seal of office this 11th day of June, 1929.  
County Clerk of Douglas County, Kansas