

Third, That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises continually insured against fire to the amount of -----Dollars and against tornado to the amount of -----Dollars in insurance companies acceptable to and with policies payable to, said second party; to procure, assign and immediately deliver to said second party with satisfactory mortgage clauses such insurance policies and to pay all insurance premiums when due. In case of loss second party may collect the insurance moneys for may require first part to make such collection. The insurance moneys shall be applied either on the indebtedness hereby secured or in rebuilding as the second party may elect. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property.

Fourth, Said parties of the first part agree to pay immediately when due, and before penalty for non-payment attaches thereto, all taxes and assessments general or special, which may be assessed or levied in the State of Kansas under any law now existing or hereinafter enacted upon the said land, premises or property, or upon the interest of the holder of this mortgage therein, whether such holder be a resident or a non-resident of the State of Kansas. Upon the violation of the foregoing undertaking in any particular, or upon the passage by the State of Kansas of any law imposing payment of the whole or any portion of the aforesaid taxes upon the party of the second part herein or any sub-sequent holder of this mortgage, whether a resident or a non-resident of the State of Kansas, or upon the rendering by any court of competent jurisdiction of a decision that an undertaking to pay such taxes or any of them, or any similar undertaking in whole or in part is legally inoperative or void, then and in any such event, the debt hereby secured without deduction, due and collectible notwithstanding of the second part, and without notice, become immediately matured, due and collectible notwithstanding anything contained in this mortgage or any law hereinafter enacted. The parties of the first part further agree to furnish to the holder of this mortgage on or before July 15th of each year a certificate of the property authority, showing full payment of all such taxes and assessments for the preceding year.

Fifth, That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the said premises, pay any costs, charges or attorney fees necessary to maintain the priority of this mortgage, pay any of the above mentioned taxes or assessments, make all needed repairs and effect the required insurance; and any sum so paid shall become a lien upon the said real estate and be collected as a part of the principal debt hereby secured with interest at ten per cent per annum.

Sixth, That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind themselves, their heirs, executors, administrators, successors and assigns and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh, That if such payments as are herein specified be made, this conveyance shall be void; but in case of default in payment of any installment, either of interest or of principal or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default the said party may, without notice declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said principal debt upon maturity, the said party of the second part shall be entitled to the immediate possession of said premises and to receive the rents and profits therefrom as additional and collateral security for the indebtedness hereunder, and may proceed to foreclose this mortgage; and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of ten per cent per annum; and in case of foreclosure the judgment rendered shall provide that the real estate shall be sold in the entirety and not in parcels, and any then existing law reducing the present redemption period may govern at the option of the holder of this mortgage, and said first parties hereby expressly waive an appraisal of said real estate and all benefits of the homestead exemption and stay laws of the state of Kansas, now existing or hereafter enacted.

In Testimony whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed and delivered in presence of

George H. Simmons (SEAL)
Ellen Belle Simmons (SEAL)

State of Kansas
Shawnee County. SS

Be it remembered, That on this 13th day of April, A.D. 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came George H. Simmons and Ellen Belle Simmons his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same to be their voluntary act and deed.

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

LS
Commission expires June 20, 1927.

Bennett T. Hornsby
Notary Public

From Martha V. Kiefer et al
To Merchants L.S. S. Bank.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Apr. 16, 1926. At 2:10 P.M.

Lee E. Melman
Register of Deeds.

Reg. No. 1665
Fee Paid 11.25

This Indenture, Made this first day of April in the year of our Lord one thousand nine hundred and twenty six, between Martha V. Kiefer, a widow, Everett Kiefer, & Elsie Bales Kiefer his wife, Grace Kiefer, single, Martha V. Kiefer, Guardian for: Glenn Kiefer, George Kiefer, Marjorie Kiefer, Dale Kiefer, Dean Kiefer, minors of Lawrence, in the County of Douglas and State of Kansas parties of the first part, and The Merchants Loan & Savings Bank, Lawrence, Kansas, party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Forty five Hundred (\$4500.00) Dollars to them duly paid the receipt of which is hereby acknowledged have sold, and by this Indenture do grant, bargain, sell and mortgage to the said party of the second part, the following described real estate situated and being in the county of Douglas and State of Kansas, to-wit:

Beginning at a stone two thousand one hundred twenty five (2125) feet north of the southwest corner of the northwest fractional quarter (¼) section thirty two (32) Township twelve (12) Range twenty (20) and three hundred (300) feet east of the west line of said section, which said point is seventy two (72) feet north and three hundred (300) feet east of the Meander Corner between said