

This indenture, made and executed this third day of April A.D. eighteen hundred and ninety-nine by and between Jonah F. Fillbourn and Susan Fillbourn, his wife of the county of Douglas and State of Kansas, parties of the first part, and The Union Central Life Insurance Company, of Cincinnati, State of Ohio, party of the second part. Witnesseth, That the said parties of the first part for and in consideration of the sum of Two Thousand 2000 dollars, paid by the said party of the second part, the receipt of which is hereby acknowledged, mortgages and warrants unto the said party of the second part, its successors and assigns, forever, the certain tract or parcel of real estate, situated in the County of Douglas and State of Kansas, described as follows, to-wit: The south east quarter (1/4) of section eleven (11) Township Fourteen (14), Range nineteen (19) East of the sixth Principal Meridian, containing one hundred and sixty (160) acres according to Government survey. To secure the payment of a debt evidenced by certain promissory notes of even date herewith, signed by Jonah F. Fillbourn, party of the first part, and payable to the party of the second part, more fully described, as follows: One principal note for the sum of Two Thousand dollars, (and being for the principal sum loaned), payable ten years after date (or in partial payments prior to maturity, in accordance with the stipulations therein) with interest from date at six per cent per annum, payable annually until paid, on the first day of April in each year (excepting the last installment, which shall be due and payable with the principal) according to eleven coupon interest notes; said coupon interest notes drawing ten per cent interest per annum after maturity, until paid. All of said notes being dated April 3, 1899, at Lawrence, Kansas. The parties of the first part hereby covenant, and agree, with the party of the second part, its successors and assigns, as follows: First. (a) To pay all taxes, assessments and charges of every character which are now due, or which hereafter may become liens on said real estate; and also (b) to pay all taxes assessed in Kansas, against said second party, or its assigns, on this mortgage or the note or debt secured hereby for the same become delinquent; and (c) to deliver to the second party at its office in Cincinnati, Ohio, immediately upon the payment of the taxes, assessments or liens aforesaid, duplicate receipts of the proper officer for the payment thereof; and if not paid, (d) that the holder of this mortgage may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, liens or assessments, (of which payment amount and validity thereof the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of ten per cent per annum, and that this mortgage shall stand as security for the amount prepaid with interest, and (e) that the sum or sums of money so advanced shall be immediately due and payable and be recovered from the parties of the first part with interest at the rate of ten per cent per annum. Second. To keep all buildings, fences and other improvements on said real estate in as good repair and condition at the same as in at this date, and shall permit no waste, and especially no cutting of timber.

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