

Date. This indenture, made and executed this twenty eighth day of April A.D. nineteen hundred and thirteen, by and between Sarah E. Thacher Trustee of the county of Douglas, and State of Kansas, party 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 first party for and in consideration of the sum of eighteen thousand (\$18,000) Dollars, paid by the said second party, the receipt of which is hereby acknowledged, mortgage and warrant unto the said second party, 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 north half (1/2) of section sixteen (16); the south half (1/2) and the northwest quarter (1/4) and the west half (1/2) of the northeast quarter (1/4) of section nine (9); the northeast quarter (1/4) and the northwest quarter (1/4) of the southeast quarter (1/4) of section ten (10); the north west quarter (1/4) and the west half (1/2) of the southwest quarter (1/4) and the northeast quarter (1/4) of the southwest quarter (1/4) of section fifteen (15). All the above described tracts are in Township Thirteen (13) Range Nineteen (19), East of the sixth Principal meridian. There is excepted from the above, all of the northeast quarter (1/4) of the southwest quarter of said section 15 and the southwest quarter (1/4) of the southwest quarter (1/4) of section 15, Township 13, Range 19, lying south and east of the public highway running in a northeasterly and southwesterly direction through said quarter section, the exception noted being 36.96 acres. There is also excepted from the above land the Right of Way of the St. Louis, Lawrence & Denver Railroad Company, crossing the northeast quarter (1/4) of section 10 and the south half (1/2) of section 9. The above described tracts contain 1323.04 acres, after deducting the exceptions noted above. To secure the payment of a debt evidenced by certain promissory notes of even date herewith signed by Sarah E. Thacher Trustee of said first party, and payable to Notes, the said second party, more fully described as follows: One principal note for the sum of eighteen 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 at the rate therein specified and Government evidenced by coupon notes. The said first party hereby covenant and agree with the Taxes, said second party, its successors and assigns, as follows: First. To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate, and to deliver to the said second party, at its office in Cincinnati, Ohio, receipt of the proper officer for the payment thereof, and if not paid, that the holder of this mortgage may pay such taxes, bonds or assessments, (of which payment a receipt and valid receipt thereof, the receipt of the proper officer shall be conclusive evidence), and be entitled to interest on the same at the rate of six per cent. per annum, and this mortgage shall stand as security therefor. Second. To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same were in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family. Third. To keep at the option of said second party, the buildings on said premises insured in some joint stock fire insurance company, approved by the said second party for the insurable value thereof, with said second party's usual form of assignment attached, making said insurance payable in case of loss to the said second party or its assigns, and deliver the policy and renewal receipts to said second