This Indenture, made the first day of Januery A.D. 1908, between Thomas B. Hyland and Carrie Hyland husband and wife, of the Co nty of Douglas and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St Joseph, Buchanan County, Missouri, party of the second part, Witnesseth, that the said party of the first part, in consideration of the sum of One Thousand Dollars, in hand paid, the receipt whereof, is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit: The West One Hundred ten (110) acres of the south west quarter of Section Three (3) in Township Firteen (15) of Range Mineteen (19) To Have and to Hold the same, with appurtenances thereto belonging or in anywies appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever the intention being to convey an absolute title in fee to said premises.

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And the said party of the first part hereby covenant that they are lawfully seized tof said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of One Thousand (31000.00) Dollars, on the first day of January, A.D. 1913, with interest thereon at the rate of five and one half per cent, per annum, payable on the first day of January and July in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of said company, in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first

apart, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priofity of this mortgage.

And the said party of the first part d0 further covenant and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of No 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