My commission expires March 30 , 1906, (SEAL) S.E.Banks, Notary Public. Recorded Mar, 12-- A.D.-- 1908 at 11.20 A.M.

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Allanieterne : By Elie E. Andethory

Register of Deeds, Deputy.

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This Indenture , made the 29" day of February A.D. 1908 between Charles S. Haas and Minnie Hass husband and wife of the County of Douglas and State of Kansas, party of the first part, and THE MUTU/L BENEFIT LIFE INSURANCE COMPANY, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part, Witnesseth, that the said party of the first part, in consideration of the sum of) Two Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do A hereby grant, bargain sell, convey and confirm to the said party of the second part, Y its successors and assigns, the following described realestate in the County of I Douglas, and State of Kansas, to-wit: The East half of the North East quarter of Section Thirty three (33) except One (1) acre in South East corner for school, also the South West quarter of the north east quarter of Section Thirty three (33) in Township Fourteen (14) of Range Nineteen (19) Containing One hundred nineteen (119) acres. To Have And To Hold the same, with the appurtenences thereto belonging or in any wise Appertaining, including any right of homestead and every contingent right or estate C Y therein, unto the said party of the second part, its successors and assigns forever; ${
m k}$ the intention being to convey an absolute title in fee to said premises. And the said Charles S. Haas and Minnie Haas hereby covenant that they are lawfully siezed of 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 (\$2000.00) Two Thousand Dollars, on the first day of March, A.D. 1913 with interest thereon at the rate of five and one half per cent. per annum, payable on the first day of March and September 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 The Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, 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 priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby