

This Indenture, made this 20th day of March A.D. 1909 between Sylvester V. Flory a single man of the County XN of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Esser county, New Jersey, party of the second part. Witnesseth, that the said party of the first part, in consideration of the sum of Fifteen Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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 East half of the South east quarter of Section thirty five (35) in Township fourteen (14) of Range seventeen (17) Containing 80 acres. To Have And To Hold the same, with the appurtenances thereto belonging or in otherwise 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. And the said party of the first part hereby covenant that he is lawfully siezed of said premises and has good right to convey the same; that the said premises are free and clear of all incumbrances; and that he 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 (\$1500.) Fifteen Hundred Dollars, on the first day of April A.D. 1914 with interest thereon at the rate of five per cent per annum, payable on the first day of April and October 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 stre 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-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 WXXXX. expense_of_the_said_party_of_the_first_part, otherwise-to-remain-in-fullforce and effect. and the said party of the first part does 7 covenant and gree to pay, or cause to be paid, the principal sum and interest. above specified, in manner aforesaid, together with all costs and expences of collection, if any there shall be, and any costs or charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priorty of this mortgage.