

day of May A. D. 1909 before me the undersigned a Notary Public in and for the County and State aforesaid, came Edgar Klein and Blanche H. Klein, his wife, who are personally known to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same. In Testimony Whereof I have hereunto set my hand and ~~affixed~~ my notarial seal the day and year above written.

My commission expires Dec. II, 1911. (SEAL) U. S. G. Plank Notary Public.

Recorded June 26, A. D. 1909 at 4.50 P. M.

Floyd L. Lawrence
Register of Deeds.

Know all men By These Presents that I, John A. Bingham, (single), of Lancaster County, State of Nebraska in consideration of the sum of Six Hundred and fifty Dollars in hand paid, do hereby Sell and Convey unto Henry F. Peters of Lancaster County State of Nebraska, the following described premises situated in Douglas County and State of Kansas to-wit: (All of lots, No. 68 and 69), Lots sixty eight and sixty nine in addition two (2) North Lawrence, Kansas in Douglas County, Kansas as shown by the records of said County. The intention being to convey hereby an absolute title in fee simple, including all the rights of homestead and dower. To Have And TO HOLD the premises above described, with all the appurtenances thereunto belonging unto the said John A. Bingham, and to his heirs and assigns forever, Provided always, and these presents are upon the express conditions that if the said John A. Bingham his heirs, executors, administrators or assigns shall pay or cause to be paid to the said Henry F. Peters his heirs, executors, administrators or assigns, the sum of Six hundred and fifty dollars (\$50.00) Dollars, payable as follows to-wit Six hundred and fifty Dollars on or Before the 18th day of June 1912 with interest thereon at 6% per cent per annum payable semi-annually according to the tenor and effect of the one promissory note with interest coupons attached of said John A. Bingham bearing even date with these presents and shall pay all taxes and assessments levied upon said real estate before the same becomes delinquent, and keep the buildings on said premises insured for the sum of \$300.00 loss, if any, payable to the said mortgagee, then these presents to be void, otherwise to be and remain in full force. It IS Further Agreed, (1) That if the said Mortgageor shall fail to pay such taxes, or procure such insurance, the said mortgagee may pay such taxes and procure such insurance; and the sum so advanced, with interest at eight per cent, shall be repaid by said mortgageor, and this mortgage shall stand as security for the same. (2), That a failure to pay any of said money, either principal or interest, when the same become due, or a failure to comply with any of the foregoing agreements, shall cause the whole sum of money herein secured to become due and collectible at once at the option of the mortgagee. Signed this 19th day of June A. D. 1909.

In the presence of J. M. Guile

John A. Bingham

State of Nebraska, Lancaster County SS. On this 19th day of June A. D. 1909 before me the undersigned J. M. Guile a Notary Public, duly commissioned and qualified for and residing in said county, personally came John A. Bingham, (single) to me known

(For Release per Book 54, Page 257)