This Indenture, made this 29" day of April A.D. 1911, between Henry Rohe and Edith Rohe, husband and wife of the County of Douglas and State of kansas, Oparty of the first part, and The Mutual Benefit Life Insurance Company, a cor-Sporation 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 Four thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey Sand confirm to the said party of the second part, its successors and assigns. Withe following described real estate in the county of Douglas and State of Kanans, towit: The north East quarter of Section Eighteen (18) in township fourteen (14) of Range Twenty one (21) Containing One hundred sixty (160) acres, To have and to hold the same, with the appurtenances thereto belonging or in anywise 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 S said premises. And the said party of the first part hereby covenant that they are lawfully seized 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 (\$4000,00) Four thousand Dollars, on the first day of May RA.D. 1916 with interest thereon at the rate of five per cent per annum, payable . Yon the first day of May and November 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 the principal sum after the same becomes due of 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 XX 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 a 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 secured is fully satisfied, to pay all legal 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, or on the lien created by this instrument, before any penalty for non-payment attaches there-

246

2

V.

mores

y 10 0