

THIS INDENTURE, Made this 26 day of August A.D. 1911 between Edward J. Kinzer and Emma J. Kinzer (husband and wife) and Almond R. Shumway & Altha J. Shumway, (husband and wife) of the County 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, 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 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 Southwest Quarter of section Thirteen (13) in Township Fifteen (15) of Range Twenty (20), Containing 160 acres, To Have and to Hold the same, with the appurtenances 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 assign 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 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 payor cause to be paid, to the said party of the second part, its successors or assigns the principal sum of (\$4000) Four Thousand, Dollars on the first day of September A.D. 1916, with interest thereon at the rate of five 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 and 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 ~~Maritime~~ 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 anywhere 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 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 thereto; also to abstain from the commission of waste on said premises, and keep all buildings thereon in good repair and insured to the amount of \$___ in insurance companies