

This Indenture, Made this 25 day of April in the year of our Lord one thousand nine hundred and twelve by and between Carl F. Subke and Louise F. Subke, Husband and Wife, of the County of Gray and State of Kansas, parties of the first part, and M. D. Gonder part_ of the second part: Witnesseth, That the said parties of the first part, for and in consideration of Four thousand three hundred and Sixty-six and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit: The South-west quarter (S.W. $\frac{1}{4}$) of Section Thirty-five (35), Township Thirteen (13), Range Nineteen, East, in Douglas County, Kansas. Containing One hundred sixty (160) acres more or less according to the government or Recorded Survey thereof.

To have and to hold the same, With all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against the lawful claims of all per sons whomsoever. Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to wit:

First.- Said First parties justly indebted unto the said party of the second part in the principal sum of Four thousand three hundred sixty-six and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said first parties and payable according to the tenor and effect of One certain first Mortgage Real Estate Note, executed and delivered by the said first parties bearing date April 25, 1912 payable to the order of the said second party five years after date, at Cimarron, Kansas, with interest thereon from date until maturity at the rate of Ten (10) per cent per annum, payable semi-annually, on the 25 day of April in each year, and Ten (10) per cent per annum after maturity, the installments of interest being further evidenced by Five coupons attached to said principal note, and of even date therewith, and payable to the order of said M. D. Gonder at Cimarron, Kansas. Second.- Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured

(For Release see Book 51, Page 564)
(For Assignment see Book 51, Page 578)
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