W. Bromelsick Pres, The Peoples State Bank, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same. In Wilness Whereof I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires March 9" 1914. (SEAL) Mary C. Sweeney, Notary Public. RECORDED NOVEMBER 27, 1912 AT 11:45 A.M.

Hayd L. Lawrence Rigister of Deeds.

57

This Indenture, made this 26th day of November A.D. 1912, between Alexander Robertson and Sarah Francis Robertson, (Husband and Wife) of the County of Douglas and State of kansas, of the first part, and The Thomas Mortgage Company, ( a corporation under and by virtue of the laws of Kansas) of Emporia; Lyon County, Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Thousand and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grint, bargain, sell and convey unto the said party of the second part, its successors or assigns, forever, all of the following described real estate, situated in the county of Douglas, and State of KANSAS, to wit: The northwest one-quarter  $(\frac{1}{2})$  and west Seventy (70) acres of the northeast one-fourth  $(\frac{1}{4})$  of Section Seven (7), Township Fourteen (14), range Twenty (20) east of the Sixth (6th) P.M. To have and to hold the same, with all the appurtenances thereto, belonging, unto the said party of the second part, its heirs, assigns, or successors forever; and the said parties 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 from all incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. This Grant is intended as a mortgage to secure the payment of the sum of Six Thousand and no/100 Dollars, lawful money of the United States, made by the said Thomas Mortgage Company, to the said parties, secured by certain promissory note bearing even date herewith, payable to said Thomas Mortgage Company, or order with interest at the rate of 52 per cent per annum from date until fully paid; interest to be paid semiannually on the first days of June and December in each year, as specified by Fourteen interest notes and coupons of even date herewith attached to said principal note.

Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage, or the notes secured thereby, or if any installment of principal or interest, of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments or installments c? principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to