

## KANSAS REAL ESTATE FIRST MORTGAGE.

KANSAS REAL ESTATE FIRST MORTGAGE.

This Indenture, Made February 12, 1913, by and between Jerry Lyons and Ora Lyons, his wife of the county of Douglas, state of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part: Witnesseth, That said parties of the first part, in consideration of the sum of Fifty five hundred (\$5500.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns the following described real estate, situated in the county of Douglas and State of Kansas, to-wit: The north half of the Southeast quarter and the South half of the Northeast quarter and the East 60 acres of the North half of the northeast quarter and the North 47½ acres of the East half of the southwest quarter of Section Twentysix (26) and all that part of the East half of the Southeast quarter of Section Twentythree (23) lying South of the public road all in Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal meridian, containing in all Two Hundred Eighty two & one-fourth (282¼) acres, according to Government Survey. To Have and To Hold Said premises with all appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever; against the claims of all persons, and the said parties of the first part hereby relinquishes all their marital and homestead rights, all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple. Provided Always, And this instrument is executed and delivered upon the following conditions: First. That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns Fiftyfive Hundred (\$5500.00) Dollars, on the first day of March 1923 with interest thereon until maturity, at the rate of Five per cent per annum, payable semi annually, from March 1, 1913 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers life Insurance Company of Nebraska, and bearing even date herewith. Second, And said parties of the first part shall pay all taxes and special assessments assessed against or due upon said real estate as they mature, before delinquency; and shall also pay any and all taxes or assessments which may be levied under the laws of the state of Kansas against said bond or notes, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt secured thereby, provided that such taxes or assessments when added to the interest shall not exceed ten per cent per annum upon the principal of the debt secured hereby. If, however, such taxes or assessments, added to the interest, shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes or assessments as added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured; and shall procure, maintain and deliver to said second party, its successors or assigns, insurance on the buildings