

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

In Presence of
J. W. Thomas

Cora E. Ernst
L. G. Ernst

State of Kansas, Franklin County, SS. Be it remembered, That on this 15 day of April A.D. nineteen Hundred and Thirteen before me, the undersigned, a Notary Public in and for said County and State came Cora E. Ernst and L. G. Ernst, her husband, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed. In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Nov. 11, 1916.

(SEAL) S. D. Moherman, Notary Public, Franklin County, Kansas.

Recorded April 18th A.D. 1913 at 1:13 P.M.

Floyd L. Lawrence
Register of Deeds.

This indenture, made the First day of April A.D. 1913, between Henry H. Fishburn and Nannie M. Fishburn, 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 (\$2600.) Twenty Six Hundred 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 North Half of the Southeast Quarter of Section Ten (10) and the Southeast Quarter of the Northeast Quarter of Section Ten (10), in Township Fifteen (15), of Range Eighteen (18), Containing One Hundred Twenty (120) 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 for ever; 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 pay or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of (\$2600.) Twenty Six Hundred Dollars, on the first day of April A.D. 1918, with interest thereon at the rate of five per cent per annum, payable on the first day of April and October 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 or 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

*The following is endorsed on the original instrument
The Mutual Benefit Life Insurance Company, the mortgage within named,
does hereby acknowledge full payment of the debt secured by the foregoing mortgage.*

Recorded April 19 1913