346

second part their heirs, executors, administrators, and assigns, shall be entitled to a judgement for the sums due upon said notes, and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equilies in and to said premises of the said parties of the first part their heirs and assigns, and all persons claiming under them, at which sale appraisement of said property is hereby waived by said parties of the first part. And all benefit of the Homestead, Exemption, and Stay Laws of the State of Kansas are hereby waived by the said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said notes and interest, and all leins and charges by virtue hereof are fully paid off and discharged, keep the buildings erected or to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of One Thousand Dollars, for the benefit of said parties of the second part; And in default thereof said parties of the second part may effect said insurance in their own names, and the premium or premiums, costs, charges, and expense for 50 effecting the same shall be an additional lein on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

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 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 parties of the second part, their heirs and assigns forever, against the lawful the claims of all persnos whomsoever.

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

E. L. Raines

State of Kansas .

SS: Be It Remembered; that on this 26th day of December A.D. 1913 County of Jefferson, before me, the undersigned, a Notary Public in and for said County and State, came James Wolf and Dora Wolf his wife who are personally known to me to le the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed. f

In Testimony Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

E. L. Raines, Notary Public. My commission expires January 8th 1915, (SEAL)

Recorded Dec 27th. A.D. 1913, at 9:21 o'clock A.M.

1d L. Lawrence Register of Deeds, By Leo L. Water Deputy

James Wolf

Dore Wolf.

(SEAL)

(SEAL)

THIS INDENTURE, made the 11th day of December A.D. 1913, between David K. Henry and Delia L. Henry, his 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 Twelve 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 Dougla and State of Kansas, to wit:

The North Half of North-west Quarter of Section Twenty-three (23), Township Twelve (12), Range Seventeen (17), containing eighty (80) acres. TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in any-

wise 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 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 pay, or caused to be paid, to the said party of the second part, the principal sum of (\$1200.) Twelve hundred dollars, on the first day of January, A.D. 1919, with interest thereon at the rate of 52 per cent. per annum, payable on the first day of January and July in each year, together with the interest at the rate of ten per cent. per annum on any install ment 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 Mutial Ecnefit 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 the 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 expense of collection, if any there shall be, and any costs, charges or attgrney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.