

[illegible]

(For Assignment #40 Book 57 Page 444)

Know all Men by These Presents, That on this 17 day of Jany., 1914, F. E. Kimmons and his wife Donna Kimmons, and J. Robinson, a widower, of Douglas County, and State of Kansas, parties of the first part, in consideration of the sum of Four Thousand and no/100 Dollars, to them in hand paid, by the Deming Investment Company, of Oswego, Kansas, party of the second part, the receipt whereof is hereby acknowledged, do by these presents hereby sell and convey unto, the said The Deming Investment Company, its successors and assigns, the following premises, situated in the county of Douglas and state of Kansas, and more particularly described as follows, to-wit: The west half of South East quarter of Section Eight (8), Township Thirteen (13) Range Nineteen (19) and north West quarter of North east quarter and all that part of South west quarter of north east quarter of section Seventeen (17) Township Thirteen (13) Range Nineteen (19) North of Wakarusa River. east of the Sixth Principal Meridian, containing in all 151' acres, more or less, according to Government survey thereon.

To Have and To Hold the premises above described, together with all rights, hereditaments and appurtenances to the said premises in anywise appertaining and belonging, to said The Deming Investment Company, and to its successors and assigns, forever, Provided, Nevertheless; And these presents are made by the said parties of the first part upon the following covenants and conditions, to-wit:

First. The said parties of the first part, for themselves and their heirs, executors and administrators covenant to and with said party of the second part, that they are lawfully seized in fee of the premises hereby conveyed, and that they have good right to sell and convey the same as aforesaid; that the said premises are clear from all incumbrances; that they will, and their heirs, executors and administrators shall, forever warrant and defend the title to the said premises against the lawful claims and demands of all persons whomsoever.

Second. That they do hereby release, for the purposes herein expressed, all rights of dower in and to the said premises, and waive all right, claim, benefit and privilege under any and all Homestead and exemption laws.

Third. That they will pay to said second party or order Four thousand and no/100 Dollars with interest thereon from January 21th 1914, until paid, at the rate of $5\frac{1}{2}$ per cent per annum, payable annually, on the first day of Feby. and ~~1st~~ 1st in each year, and in accordance with one certain promissory note of the said parties of the first part, with Coupons attached, of even date herewith.

Fourth. In case of default of payment of any sum, principal or interest, herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenants herein contained, the said first parties agree to pay to the said second party, its successors or assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of such default to the time when the money shall be actually paid.

Fifth. The said first parties agree to pay all taxes, charges or assessments levied upon said real estate, or any part thereof when the same shall become due and payable. Under the laws of the state of Kansas, including all taxes, and assessments of every kind and character levied upon the interest therein of the mortgagee or its legal representatives and assigns; and will pay all taxes levied upon said mortgage, and the said mortgagors shall not be entitled to any offset against the sums hereby secured for taxes so paid.

Sixth. The said first parties agree to keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber, except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family; and the commission of waste shall, at the option of the mortgagee, render this mortgage due and payable.

Seventh. The said parties of the first part agree to procure and maintain policies of insurance on said above described premises, in such insurance company as said party of the second part shall elect, in the sum of Fifteen Hundred Dollars, which said policy or policies of insurance shall be held by said party of the second part as collateral and additional security for the payment of said promissory note and the interest to accrue thereon, as well as for the payment of all such sums of money as may have been advanced and paid as aforesaid by said party of the second part. In case the holder of said note shall pay for such insurance this mortgage shall stand as security for its repayment, together with ten per cent interest thereon.

Eighth. The said first parties agree to repay on demand to said second party, its successors or assigns, any sum or sums of money which said last named party has at any time paid or contracted to pay for insurance or to discharge or procure any lien, claim or adverse title affecting said real estate, together with the costs and expenses attending the same, including reasonable attorney fees, with ten per cent per annum on all sums so paid from the time of payment to the time when they shall be repaid, and this mortgage shall stand as security therefor. The said first parties hereby appoint the said party of the second part their agent and attorney in fact and as such authorizes it to procure any and all insurance agreed upon in this mortgage as collateral security, and to collect for all losses thereon, and to assign any and all policies of insurance to subsequent owners, and to pay off and discharge any and all liens against said premises, which endanger the validity or priority of this mortgage.

Ninth. It is further agreed that if payment be made as herein specified, and all the agreements made herein faithfully kept and performed, then this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay. But if the Maker of said note shall fail to conform to or comply with any of the covenants contained in this mortgage, at the time they are agreed to be done, the whole sum of money herein secured may, at the option of the holder of the note hereby secured, and at its, his or her option only, and without notice, be declared due and payable at once, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the statutory damages in case of protest; and said second party or successors or assigns, or any legal holder hereof, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate

(C. V. Deal)
National Life Insurance Co.
By Fred A. Newland, President
H. A. Russell, Member of Committee on Finance.