

This Indenture, Made this 28th day of February 1914, between A. E. Ice and Linna P. Ice (his wife) of Shawnee County, in the State of Kansas, of the first part, and The Topeka State Bank (a corporation) of Shawnee County, in the State of Kansas, of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Five Thousand and no/100 dollars, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey, unto the said party of the second part, all the following-described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

The South Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Sixteen (16). The South Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty one (21). The South Sixty (60) acres of the Southeast Quarter of Section Seventeen (17). Also, commencing at the Northeast corner of the Northeast Quarter of Section Twenty (20) thence running South along the East line of said Northeast Quarter of Section Twenty (20) 66 rods and 4 feet; thence West to the center of Wakarusa Creek, thence Northeasterly with center of said Creek to the North line of said Northeast Quarter ($\frac{1}{4}$) of said Section Twenty (20); thence East with said North line to place of beginning. Also, the West one-fourth of Southwest Quarter ($\frac{1}{4}$) of Section Twenty one (21). Also, a right-of-way 14 feet in width along the West side of the North Half ($\frac{1}{2}$) of the Northwest Quarter ($\frac{1}{4}$) of Section Twenty one (21) aforesaid and along the East side of Wakarusa Creek through the North Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$) of Section Sixteen (16) aforesaid to a point about 15 rods South of the North line of said Southwest Quarter ($\frac{1}{4}$) of Section Sixteen (16) and from that point in a Northeasterly direction to a point on said North line about ten (10) rods East of the center of said creek, all being in Township Thirteen (13) South of Range Eighteen (18) East of the 6th P.M. containing Two hundred and seventy four (274) acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said A. E. Ice and Linna P. Ice (his wife) have this day executed and delivered ten certain promissory notes in writing to the said party of the second part, of which the following is a description.

No. 5801
Amount \$5000.00. Dated February, 28th. 1914 Payable \$500.00. September, 1st. 1914 \$500.00. March, 1st. 1915 and \$500.00, on the 1st. day of March and September each year thereafter until fully paid to and at The Topeka State Bank, Topeka, Kansas, with interest at the rate of 6% payable semi-annually.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above-described note mentioned, together with interest thereon, according to the terms and tenor of the same; and keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in at least the sum of _____ to the value of the buildings Twenty four hundred and no/100 Dollars, and by insurers, and at some insurance office to be approved by said party of the second part, and assigns the policy and certificates thereof to the said party of the second part, (and in default of said insurance, it shall be lawful for said party of the second part to effect such insurance, and the premium or premiums paid for effecting the same, together with the costs and charges incident thereto, with interest thereon at the rate of ten per cent. per annum from the date of payment thereof until paid, shall be a lien upon said mortgaged premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgement upon foreclosure of this mortgage) then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law due and payable; and if said insurance is not effected, and the policies and certificates are not assigned, as aforesaid, then, and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums or any interest thereon shall, and by these presents, become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said parties of the first part further agree, upon default of the above covenants and conditions, or any or either of them, to pay the sum of Twenty five and no/100 Dollars, for the mortgagee or its assigns, as attorney's fees for foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgement upon foreclosure of this mortgage. Appraisement waived.

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

Executed and delivered in Presence of

Joseph T. Gray
State of Kansas, Shawnee County, SS.

A. E. Ice
Linna P. Ice.

Be It Remembered, That on this 28 day of February, A.D. 1914, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came A. E. Ice and Linna P. Ice (his wife) who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

My commission expires Feb. 27th 1916 (SEAL)

Arthur P. Miller.

Flora L. Lawrence
Register of Deeds,

Geo. C. Noyes Deputy.

Recorded, March 2nd. A.D. 1914, at 9:45 o'clock A.M.

THE FOLLOWING IS ENCLOSED ON THE ORIGINAL INSTRUMENT.

Received of A. E. Ice
the sum of Five Thousand
dollars, in full
satisfaction of the within Mortgage.

Recorded
Feb 10th 1914
Catharine J. Northrup
Register of Deeds.

1914
Sept. 26th
The Topeka State Bank
Topeka, Kansas