Personally known to me to be the identical person described in and who executed the storegoing mortgage deed, and duly acknowledged the execution of the same to be his voluntary act and deed." In Testimony Whereof, I have hereunto subscribed my name and affixed my official of seal on the day and year last above written.

seal on the say and year last apove written. Expiration of my commission as Notary Aug 9 1918(SEAL) Anna H. Martindale, Notary Public. Douglas County, Kansas, Residence Lawrence, Kansas.

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Recorded Sept. 21st. A.D. 1914, at 9:31 A.M.

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This Indenture, Made this 10th day of August, in the year of our Lord one thousand nine hundred and fourteen, between D. P. Kiser widower of the County of Douglas, and State of Kansas, of the first part, and The Deming Investment Company, a corporation under and by virtue of the laws of Kansas, of the second part,

Withe sseth, That the said party of the first part, in consideration of the sum of Three Hundred and fifteen Dollars, to him in hand paid; the receipt of which is hereby acknowledged, has sold, and by these presents does, grant, bargain, sell and mortgage to the said party of the econd part, its successors or assigns, forever, ... all that tract or parcel of land situate in the County of Douglas, and State of Kamsas, described as follows, to-wit:

The East Seventy-two(72) acres of the Southwest quarter (SW1), except Five (5) acres in the Southeast (SE) corener, heretofore conveyed to WM. S. Hughes, more par ticularly described as follows: Commencing at the Southeast (SE) cormer of said South West Quarter (Std); thence North on quarter ( $\pm$ ) section line to channel of Rock Creek the nee up shannel of said oreak fifty-five (55) rods; thence South twenty (20) rods (to the South line of said quarter ( $\pm$ ) section; thence East along said South line eiBhteen (18) rods to beginning, in Section Twenty-four (24), Township Thirteen (13) Range Eighteen (18) EAst, and beginning at a point Twenty-one hundred (2100) feet West of the stone on the East line of said Section Twenty-four (24), in Township Thirteen (13), Range Eighteen (18), East, which is Twelve hundred and ten (1210) feet South of the Northeast (NE) corner of said Section Twenty-four (24); thence Sig. South Eight hundred and ten (810) feet; thence West Seventeen hundred and Twentyeight (1723) feet to a stone in the road; thence North Three hundred and Ninety-four (794) feet to a stone; thence West Seven hundred and Sixty (760) feet to a stone; Thence North Four hundred and nineteen (419) feet; thence West Twelve (12) feet; thence North Eight hundred and Ten (810) feet; thence East Four hundred and two (402) feet; thence Bouth Eight hundred and Ten (810) feet; thence East Three hundred and Eighty-eight (388) feet to a stone at the oross roads; Thence East Seventeen Aundred and trenty-flye (1725) feet to the point of beginning(Containing 46.8 acres) East of the principal Meridians containing in all 11310/100 acres, more or less, acey cording to the Government survey thereof, with the appurtenances and all the estate . title and interest of the sad party of the first part therein. And the said party of the first part dass haraby account of a the first part does hereby covenant and agree that at the delivery hereof he is the lawful awner of the premises above granted, and meized of a good and indefeasible estate of inheritance therein, and will warrant and defend the same, and that the same is free and clear of all incumbrance of whatsoever kind except one certain mort-gage fot \$3000.00 made to The Deming Investment Company. This grant is intended as a mortgage to secure the payment of the sum od Three Hundred and Fiftyen Dollars pay-able as follaws; to-wit: \$157.50 due August 1st, 1915; \$157.50 due August 1st,1916; according to the terms of 2 certain promissory notes this day executed and delivered by the said party of the first part to the said party of the second part; and this annwayance shall be void if such payment be as herein specified. Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if said sum of mores, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage or the notes is sourced hereby, or if any installment of principal or interest of any mortgage or interest to this, are not paid when the same are due and payable, or if default be made in the agreement to ke.p said property insured, as hereinafter set forth, then, in eihter of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgages or assigns, with-out notice. But the legal holder of this mortgage may, at his option, pay such taxes asse same ats or installments of principal or interest, or charges for insurance, so due and payable, as the mortgagor or assigns shall neglect or refuse to pay, and said amounts, together with interest; threon at the rate of ten per cent per annum, payable semiannually, shall be an additional lien upon the said mortgaged property, and the seme shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premimes hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby weived, or not, at the option of the party of the second part, its successors or assigns, and the said mortgagee, or assigns, shall be entitled to immediate possession of the premises and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due for principal and intertogether with the costs and charges of making such sale; and the overplus, if est, any there be, shall be paid by the partymaking such sale, on demand, to the party of the first part his heirs or assigns. - Said Mortgagor agrees to keep the buildings erected or to be erected on said

 Said Mortgagor agrees to keep the buildings erected or to be erected on said land insured to the amount of Twelve hundred Dollars, to the satisfaction, and for