

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires April 10<sup>th</sup> 1919. (SEAL) A. F. Flinn, Notary Public,

Recorded July 27th. A.D. 1915, at 3:15 o'clock P.M.

*Dwight L. Lawrence*  
Register of Deeds,  
*Geo. C. Mitchell*  
Deputy.

*The following is entered on the original instrument  
shown at New By these Grants: That we, the Bankers Life Insurance  
Company of Nebraska, Inc., Mortgagees within named do hereby acknowledge  
full payment and satisfaction of the debt secured by the foregoing mortgage  
and discharge the Office of Deeds of Douglas County, Kansas, Lincoln  
the same of record.*

*In Presence of  
Geo. C. Mitchell, Register of Deeds,  
Dated this 20th day of July A.D. 1920  
Bankers Life Ins. Co. of Neb.  
By A. F. Flinn, Notary Public*

Recorded Aug. 2nd - 1920.  
*Estelle J. Dettmeyer*  
Register of Deeds

THIS INDENTURE, Made July 13, 1915 by and between Charles G. Czaplinski and Laura M. Czaplinski, his wife of the County of Douglas State of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part: WITNESSETH, That said parties of the first part, in consideration of the sum of Thirty five hundred (\$3500.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The Southwest quarter of Section Five in Township Thirteen South, Range Nineteen East of the Sixth Principal Meridian, containing in all One Hundred Sixty acres, according to Government Survey.

TO HAVE AND TO HOLD Said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Thirty five Hundred (\$3500.00) Dollars on the first day of August 1920 with interest thereon until maturity, at the rate of Five per cent per annum, payable semi-annually, from August 1, 1915 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, and bearing even date herewith.

Second, and said parties of the first part shall promptly pay all taxes and special assessments assessed against or due upon said real estate as they mature, before delinquency; and shall pay any and all taxes or assessments which may be levied under the laws of the State of Kansas against said bond or notes, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt secured thereby, provided that such taxes or assessments when added to the interest shall not exceed ten per cent per annum upon the principal of the debt secured hereby. If, however, such taxes or assessments, added to the interest, shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of the taxes or assessments as added to the interest herein and in said notes, contracted shall equal ten per cent on the principal of the debt hereby created and secured; and shall procure, maintain and deliver to said second party, its successors or assigns, insurance on the buildings thereon, to be approved by the second party, its successors or assigns, for not less than \$1000.00, loss payable to the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements on said premises in good repair and condition.

THIRD, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments shall not be paid when due, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of the payment, shall be a lien against said premises and secured hereby.

FOURTH, And it is further agreed that if default be made in the payment of any interest note when due or in case of failure to perform any of the covenants contained in this mortgage or in the note secured hereby, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice; and said mortgage may be foreclosed, and the mortgaged premises sold in one body. The note secured by this mortgage shall bear interest after maturity at the rate of ten per cent per annum, until paid; if default be made in the payment of said note or interest thereon, and such default continue for ninety days, then interest shall be computed thereon, from the date of these presents until paid, at the rate of ten per cent per annum; in that event, all paid interest notes shall be credited on such computation of interest, as partial payments thereof.

FIFTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receivers costs and expenses, and may discharge all duties of a receiver.

SIXTH, And it is further agreed and declared that this mortgage, and the bond or <sup>Note</sup>