

State of New York, County of New York, ss.

Be it remembered that on the 30th day of June, 1908, before me, George H. Corey, a Notary Public of the State of New York in and for the County of New York aforesaid duly qualified and sworn, personally came Alvin W. Kreck, to me personally known and known to me to be the President of The Equitable Trust Company of New York, the corporation described in and which executed the foregoing instrument as party of the second part thereto, and Frederick W. Fulle, to me personally known and known to me to be the Secretary of the said The Equitable Trust Company of New York; and the said Alvin W. Kreck and Frederick W. Fulle being by me severally duly sworn, did severally depose and say that the said Alvin W. Kreck resided in the City, County and State of New York, and the said Frederick W. Fulle resided in the Town of Montclair, County of Essex and State of New Jersey that the said Alvin W. Kreck is the President and the said Frederick W. Fulle is the Secretary of said The Equitable Trust Company of New York, the corporation described in and which executed the foregoing instrument; that they knew the corporate seal of said corporation; that the seal affixed to said instrument was and is the corporate seal of said The Equitable Trust Company of New York, and was so affixed by order of the Board of Directors of said Company, and that they severally signed their names thereto by like order as President and Secretary of said Company respectively. In Witness Whereof, I have hereunto set my hand and affixed my Notarial seal at my office in the Borough of Manhattan, City of New York, the day and year first above written.

My commission expires March 30, 1909.

(SEAL) Geo. H. Corey, Notary Public for the County of New York, State of New York.

Recorded August 12th A.D. 1915 at 10:00 o'clock A.D.

*John L. Lawrence*  
Register of Deeds  
County of Douglas, Kansas

This Indenture, made the 12th day of August A.D. 1915 between Philip Roser and Marie Roser, husband and wife of the County of Douglas and State of Kansas, party of the first part, and The Prudential Trust Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Twenty-four Hundred and no/100 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 Douglas and State of Kansas, to wit: South half (S $\frac{1}{2}$ ) of the northwest quarter (NW $\frac{1}{4}$ ) of section eight (8), Township fourteen (14), range nineteen (19), containing 80 acres more or less, according to the government survey thereof.

To Have and To Hold the same, with the appurtenances thereto belonging or in anywise 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 to said premises.

And the said parties 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 cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Twenty-four Hundred and no/100 Dollars on the first day of August A.D. 1920, with interest thereon at the rate of six per cent. per annum, payable on the first day of February and August in each year, together with interest at the rate of ten per cent per annum on any installment 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 Philip Roser and Marie Roser, husband and wife, and payable at the office of The Prudential Trust Company, in Topeka, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of 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 cost and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns in maintaining the priority of this mortgage. And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$\_\_\_ in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof.

And it is agreed by the said first parties that the party of the second part, its successors or assigns, may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered, with interest at ten per cent. in any suit for the foreclosure of this mortgage. In Case of such foreclosure, said real estate shall be sold without appraisal.

And the said party of the first part do further covenant and agree that in case

*The following is entered on the original instrument  
of The Equitable Trust Company this mortgage, which was  
hereby acknowledged full payment of the debt secured by the  
foregoing mortgage, and authorize the Register of Deeds of  
Douglas County, Kansas, to discharge the same of record.  
In Witness Whereof the said company has caused these  
present to be signed by its President and its official seal to  
be affixed this 30th day of February A.D. 1915.  
(Seal of The Equitable Trust Company)  
Alvin W. Kreck, President*

*Filed July 15, 1915  
Certified to be correct  
John L. Lawrence, Register of Deeds*