

McConnell, a Notary Public in and for said County and State, came Henry W. Thudium, to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Jan. 23rd., 1919 (SEAL) Myrtle McConnell, Notary Public.

Recorded Sept., 13th., A.D. 1915, at 3:41 o'clock P.M.

*Donald L. Lawrence*  
Register of Deeds,  
*Geo. C. Noyes* Deputy.

THIS INDENTURE, Made this first day of September, A.D. 1915, between William McGeary, unmarried, of the County of Leavenworth and State of Kansas, party of the first part, and THE KANSAS-NEBRASKA LOAN AND MORTGAGE COMPANY, a corporation under the laws of the State of Kansas, located at Holton, Jackson County, Kansas, party of the second part,

WITNESSETH, That the said party of the first part, in consideration of the sum of (\$5,500.00) Fifty-five Hundred and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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: The South one-half of the North West Quarter and the North one-half of the South West Quarter, all in Section number Four (4), in Township number Fourteen (14), of Range number Twenty (20) and containing in all One Hundred Sixty (160) acres.

TO HAVE AND TO HOLD the same, with 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 or assigns, forever; and the said party of the first part hereby covenants that at the delivery hereof he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he 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 Fifty-five Hundred and no/100 Dollars, on the first day of September, A.D. 1920, with interest thereon at the rate of six per cent per annum, payable on the first day of March and September 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 maturity, or upon default in the payment of any interest or failure to perform any of the covenants contained in this mortgage, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of said Company, in Holton, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the party of the first part, and shall perform all and singular the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any 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 to foreclose this mortgage.

And the said party of the first part hereby covenants and agrees to pay all taxes, general or special, which may be assessed in the State of Kansas upon the said land, premise or property, or upon the interest of the party of the second part, its successors or assigns therein; and, while this mortgage is held by a non-resident of the State of Kansas, to pay all taxes and assessments upon this mortgage or the debt secured thereby, without regard to any law heretofore enacted or hereafter to be enacted imposing payment of the whole or any part thereof upon the party of the second part, its successors or assigns, and that upon violation of this undertaking or the passage by the State of Kansas of any law imposing payment of the whole or any portion of the taxes aforesaid upon the party of the second part, its successors or assigns, or upon the rendering by any court of competent jurisdiction of a decision that the undertaking by the party of the first part, as herein provided, to pay any taxes or assessments is legally inoperative, then and in such event the debt hereby secured, without deduction, shall at the option of the party of the second part, its successors or assigns, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law hereafter enacted;

Also, to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$2,000.00 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 in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner, as the principal sum hereby secured. And the said party

Recorded

Sept. 14, 1917

*Carroll D. Lawrence*  
Register of Deeds

*The following is entered on the original instrument*  
*This amount secured by this mortgage for five hundred and fifty dollars*  
*Henry Lawrence*  
*(S.S.)*  
*Wm. H. Lawrence*  
*Wm. H. Lawrence*