

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except one first mortgage for \$700.00 under date of Aug. 21-1915 due five years from date, with interest at 6% payable semi-annually, and that they will, and their heirs, executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Ellis T. Johnston
Gertie K. Johnston.

State of Kansas, Douglas County, SS;

BE IT REMEMBERED, That on this 22nd day of Oct. A.D. 1915, before me, W. F. Marsh a Notary Public in and for said County and State, came Ellis T. Johnston and Gertie K. Johnston his wife to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of of the same.

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 July 24 1917 (SEAL) W. F. March, Notary Public.

W. F. March, Notary Public.

Recorded Oct., 23rd., A.D. 1915, at 2:30 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. C. Nehel Deputy.

THIS MORTGAGE, made this 22nd day of October, A.D. 1915 between C. N. Hansen, and Flora E. Hansen, his wife, of the County of Franklin, and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part,

the City of Newark, and State of New Jersey, party or one second party indebted to the
WITNESSETH: That whereas the parties of the first part are justly indebted to the
said The Prudential Insurance Company of America for money borrowed in the sum of
Fifty Five Hundred Dollars, to secure the payment of which they have executed one
promissory note, of even date herewith, payable on the 1st day of November, A.D. 1920,
being principal note, which note bears interest from November 1st, 1915, at the rate of
five per cent, per annum, payable semi-annually, and evidenced by ten interest notes of
even date herewith, thereto attached.

All of said notes are executed by the said parties of the first part, and bear interest after maturity at the rate of ten per cent. per annum, payable annually, until paid, and are made payable to the order of said The Prudential Insurance Company of America, at its office in Newark, New Jersey.

Now, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to wit:

The Northwest Quarter (NW¹/₄) of Section Nine (9), Township Fifteen (15) South, of Range Twenty-one (21), East of the Principal Meridian, containing One Hundred Sixty (160) acres.

160) acres. And the said parties of the first part expressly agree to pay the said notes promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that he will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company satisfactory to the said party of the second part for at least Eight Hundred dollars, for the benefit of the party. If the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of either of said notes or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of

Recorded Nov. 27th, 1920

Order of
Private of D. D. D.

cast: *The Gustavus Plummer Company*
 A. M. Thoburn. By Theodore A. Boyle
 cash Saturday. Wm. Davidson