

said principal and interest thereon shall, at the option of said second party or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in the payments as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by the said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior or senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten per cent. per annum.

In case of foreclosure, the said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct.

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons, and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate credit in a sum in proportion to the amount so paid and credited on said principal note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

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

C. N. Hansen (SEAL)  
Flora E. Hansen (SEAL)

State of Kansas County of Franklin, S.

BE IT REMEMBERED, that on this 26 day of October, A.D. 1915, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. N. Hansen, and Flora E. Hansen, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

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

Term expires Mo. 11 1916. (SEAL) S. D. Mohrman, Notary Public, Franklin County, Kansas.

Recorded October 27th., A.D. 1915, at 10:15 o'clock A.M.

*Roy L. Lawrence*  
Register of Deeds,  
Geo. C. Nitzel Deputy.

THIS INDENTURE, made this thirtieth day of September, A.D. 1915, between William A. McPheeters, and Bertha A. McPheeters, husband and wife of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of (\$6000.) Six Thousand 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:

The North Eighty (80) Acres of that portion of the Southwest Fractional Quarter of Section Twenty-three (23), in Township Fourteen (14), of Range Twenty (20) lying East of the West line of the Shawnee Reservation; also The North Eighty (80) Acres of the Southeast Quarter of Section Twenty-three (23), in Township Fourteen (14), of Range Twenty (20). Containing One Hundred Sixty (160) Acres.

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 in fee to said premises.

And the said party of the first part hereby covenant that they 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 (\$6000.) Six Thousand Dollars, on the first day of October, A.D. 1920, with interest thereon at the rate of five per cent. per annum, payable on the first day of April and October 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,

Recorded

Nov. 27th. 1915

Edna J. Mott

Wm. McPheeters

By: Bertha A. McPheeters

Wm. McPheeters

For release see next page