

agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received to the payment of said note, together with the costs and expense incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property immediately.

FIFTH.- Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

SIXTH.- In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said party of the second part and its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default thereof to the time when the money shall be actually paid. And payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Alph H. Rogers (SEAL)
Jennie M. Rogers (SEAL)
J. E. Daniels (SEAL)
Luella Daniels (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this third day of December A.D. nineteen hundred and fifteen before me, the undersigned, a Notary Public in and for said County and State, came Alph H. Rogers & Jennie Rogers his wife- and J. E. Daniels and Luella Daniels his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

My commission expires September 15, 1918 (SEAL) E. J. Hilkey, Notary Public, Douglas County, Kansas.

Recorded Dec. 3rd. A.D. 1915, at 3:10 o'clock P.M.

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

Kansas. THIS INDENTURE Made this 9th day of November A. D. 1915 by and between Martin W. Metsker, and Mary E. Metsker, his wife; and J. F. Metsker, and Zora Metsker, his wife; of the County of Douglas and State of Kansas, party of the first part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Ninety Five Hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

Property

The Southeast Quarter of Section numbered Fifteen (15); the Northwest Quarter of the Southwest Quarter of Section numbered Fourteen (14); and the Southwest Quarter of Section numbered Fifteen (15), less a tract beginning at the Southeast corner of said Southwest Quarter of Section numbered Fifteen (15), thence North Four hundred and sixteen (416) feet, thence West Two Hundred and Seventy-seven (277) feet, thence South Four hundred and sixteen (416) feet, thence East Two hundred and Seventy-seven (277) feet to beginning; all in Township numbered Fourteen (14), Range numbered Eighteen (18), East of the Sixth Principal Meridian and containing 357 acres more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption and every right or estate therein, unto the said party of the second part, its successors and assigns, forever; the intention being to convey and absolute title in fee to said premises. And the

For Release see next page

The following is contained on the original instrument