and Zora Metsker, his wife; to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. usy and year last above written. My commission expires May Sth, 1919(SSAL) Edw. H. Platt, NOtary Public.

Hoy L Lawrence Register of Deeds. Guo. 6 . Ward Deputy

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Recorded Dec., 4th., A.D. 1915, at 9:45 o'clock A.M.

THIS INDENTURE, Made this bixteenth day of November, A.D. 1915, between Frederick Thoren and Emma Thoren, his wife, of the County of Douglas and State of Kansas, parthes of the first part, and The Northwestern Mutual Life Insurance Company, a corpor-ation organized and existing the laws of Wisconsin, and having its principal place ties of the first part, and the notation of Misconsin, and having its principal plan ation organized and existing the laws of Misconsin, and having its principal plan of business at Milwaukee, Wisconsin, party of the second part: WITNESSETH, That the said parties of the first part, in consideration of Forty-two hundred Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described real estate situated in the Courty wessors and assigns forever, the following described real estate situated in the Co-ty of Douglas and State of Kansas, to wit: The south half of the southwest quarter of section number thirty-four, in town-ship thirteen south, of range number twenty-one east.

Also the following described real estate situated in the County of Johnson and State of Kansas, to wit: The southwest quarter of the northwest quarter of section number two, in township number fourteen south, arange number twenty-one east. Together with the privileges and appurtenances to the same belonging, and all

the rents, issues and profits which may arise or be had therefrom. TO HAVE AND TO HOLD the same to the said party of the second part, its successore

and assigns, forever. And the said parties of the first part hereby covenant that they have good right sell and convey said premises and that they are free from incumbrance; and hereby to warrant the title thereto against all persons whomsoever.

CONDITIONED, HOWEVER, That if Frederick Thoren, one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Forty-two hundred Dollars with interest, according to the terms of a promissory note bearing date herewith executed by Frederick Thoren, one of said parties of the first part, t.o the said party of the second part; and shall pay all taxes and special assessments of any kind that may be legied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interestiof the mortgages, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue nome orrise, defore the any fixed by has for the first interest of penalog to abtile thereon, the official receipt of the proper officer shwoing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved of by the party of the second part, its successors or assigns, to the amount of not less then_ dollars. (provided, however, that if the policies of such insurance contain any condition or (provined, nowever, that if the policies or such insurance contain any condition of provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance:condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the seid party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep such premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said propassigns, shall pay all prior liens, if any, which may be found to exist on said prop-erty; and all expenses and attorney's fees incurred by said party of the second part its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do: then these presents to be void, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited, or if the liens, taxes, special assessments, expenses or attorney is fees above specified shall not be paid as herein provided, the said party of the second part, its successors or assigns, (wheteher electing to deolare the whole indebtedness hereby secured due and collectible or not) may effect the insurance, provided for and pay the reasonable premiums and charges therefor, and and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived), and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of ten percentum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any install And to be agreed that in date to that the one of the particle of a particle of a particle of a particle of the interest thereon when due, or if there shall be a failure to com-ply with any any or either of the terms or conditions of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees hereinabove specified, shall, at the option of the party of the second part and without notice