

The following is contained on the original instrument.  
 Given all men by these presents, that A. L. Gibbens and Katie Gibbens, of Leocompton, Kansas, do hereby certify that the foregoing mortgage secured, and authentic the copy of the same of Douglas County, Kansas, to discharge the same of record.  
 Attest my hand and the seal of said County, this 26th day of June, A.D. 1916.  
 (Corp Seal)  
 A. L. Gibbens  
 Katie Gibbens

Recorded June 27 1916  
 E. L. Lawrence

of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST. Said A. L. Gibbens and Katie Gibbens, justly indebted unto the said party of the second part in the principal sum of Two Hundred Fifty and No/100, Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered, executed and delivered by the said A. L. Gibbens and Katie Gibbens bearing date Feb. 1 1916, and payable to the order of the said State Bank of Leocompton, Leocompton, Kansas, Two years after date, at State Bank of Leocompton, Leocompton, Kansas with interest thereon from date until maturity at the rate of 8 per cent. per annum, payable semi-annually on the 1 days of Feb. and August in each year, and 10 per cent. per annum after maturity, the installments of interest being further evidenced by four coupons attached to one certain principal note, and of even date therewith, and payable to the order of said State Bank of Leocompton, Leocompton, Kansas at State Bank of Leocompton.

Second. Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Four Hundred and No/100 Dollars; loss if any, payable to the mortgagee or its assigns. And it is further 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 of 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 expenses incurred in collecting said insurance; or may elect to have 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 parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

FIFTH. Said parties of the first part hereby agree that if the maker of said note shall fail to pay, or caused 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 to 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 an appraisalment of said real estate, and all benefit of the homestead, exemption and stay laws of the State of Kansas.

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

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

A. L. Gibbens  
Katie Gibbens.

State of Kansas, Douglas County, SS.  
BE IT REMEMBERED, That on this 10 day of February, A.D. Nineteen Hundred Sixteen before me, the undersigned, a Notary Public in and for said County and State, came A. L. Gibbens and Katie Gibbens, 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.  
My commission expires Feb. 10, 1918 (SEAL) Zella W. Iliff Douglas County, Kansas.

Recorded Feb'y 11th., A.D. 1916, at 9:40 o'clock A.M.

E. L. Lawrence  
Register of Deeds,  
George H. Wozel  
Deputy.