

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, that on this 28 day of January A.D. 1916 before me, a Justice of Peace, in and for said County and State, came Harry C. Johnson to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

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

W. C. Hill, Justice of Peace for Clinton Township.

Recorded Feb. 1st., A.D. 1916, at 2:10 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Nettell
Deputy.

THIS INDENTURE, Made February 5, 1916 by and between William H. Banning and Ethel L. Banning, his wife, of the County of Douglas State of Kansas, parties of the first part and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part:

and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part, as WITNESSETH, That said parties of the first part, in consideration of the sum of One Thousand (\$1000.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real-estate, situated in the County of Douglas and State of Kansas, to-wit:

The East half of the Northwest quarter of Section Twenty one in Township thirteen South, Range Nineteen East of the Sixth Principal Meridian, containing in all Eighty acres, according to Government Survey.

Eighty acres, according to government survey.

TO HAVE AND TO HOLD Said Premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said party of the first part hereby relinquish all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby and absolute title to said premises in fee simple.

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

ing conditions:

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, One thousand (\$1000.00) Dollars, on the first day of March 1921 with interest thereon until maturity, at the rate of five per cent per annum, payable semi-annually from March 1, 1916 according to the terms of one promissory bond with interest notes attached, signed by said parties of the first part, payable to the order of the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, and bearing even date herewith.

Second, and said parties of the first part shall promptly pay all taxes and special assessments assessed against or due upon said real estate as they mature, before delinquency; and shall also pay any and all taxes or assessments which may be levied under the laws of the State of Kansas against said bond or notes, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt secured thereby, provided that such taxes or assessments when added to the interest shall not exceed ten per cent per annum upon the principal of the debt secured hereby. If, however, such taxes or assessments, added to the interest, shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes or assessments as added to the interest herein and in said note contracted shall equal ten per cent on the principal of the debt hereby created and secured; and shall procure, maintain and deliver to said second party, its successors or assigns, insurance on the buildings thereon, to be approved by the second party, its successors or assigns, for not less than \$ None-, loss payable to the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements on said premises in good repair and condition.

Third, It is understood and agreed that if said insurance is not promptly effected or if the taxes or special assessments shall not be paid when due, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and be secured hereby.

Fourth, And it is further agreed that if default be made in the payment of Any interest note when due, or in case of failure to perform any of the covenants contained in this mortgage or the note secured hereby, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice; and said mortgage may be foreclosed, and the mortgaged premises sold in a body. The note secured by this mortgage shall bear interest after maturity at the rate of ten per cent per annum, until paid; if default be made in the payment of said note or interest thereon, and such default shall continue for ninety days, then interest shall be computed thereon, from the date of these presents until paid, at the rate of ten per cent per annum; in that event, all paid interest notes shall