

The debt secured by this mortgage has been paid in full and the same is hereby cancelled and released this 20th day of January 1922
 The Davis-Wellwood Mortgage Company
 By Byron H. Greer, Vice President

Corp.
 Seal

Recorded - April 20 - 1922

Estelle Northcutt
 By Attestment
 Register of Deeds

The following is entered on the original instrument

Know all men by these presents that we the Bankers Life Insurance Company of Nebraska, the mortgagee herein named do hereby acknowledge full payment and satisfaction of the debt secured by the foregoing mortgage and authorize the Officer of Deeds of Nebraska to discharge the same of record. Dated this 14th day of April 1922.

Recorded - April 14 - 1922

Estelle Northcutt
 Register of Deeds

In Presence of
 Geo. Westphal, Notary
 (Corp. Seal)
 H. S. Williams, President

THIS INDENTURE Made March 6, 1916 by and between William L. Ewing and Mary J. Ewing, 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:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Six thousand (\$6000.00) 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 Northeast quarter of Section Three in Township Fourteen South, Range Eighteen East of the Sixth Principal Meridian, containing in all One Hundred Sixty 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 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 parties 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 an absolute title to said premises in fee simple.

PROVIDED ALWAYS, And this instrument is executed and delivered upon the following 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, Six Thousand (\$6000.00) Dollars on the first day of April 1921 with interest thereon, payable semi-annually, from April 1, 1916, according to the terms of one promissory bond or note with interest and 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, In consideration of the rate of interest at which the loan is hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and 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 and 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.

THIRD, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved of by the second party, its successors or assigns, for not less than \$1000.00 loss payable to the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

FOURTH, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, 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 secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payments of taxes of special assessments levied or assessed under the laws of the State of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in the case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being, the essence of this contract, 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 this mortgage may then be foreclosed and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

SIXTH, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

SEVENTH, And it is further agreed and declared that this mortgage, and the bond or note and coupons, her-by, are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.