

Recorded - See 7th 1916  
 (Murray E. Price)  
 Geo. C. Hallman  
 Register of Deeds

The following is entered on the original instrument  
 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 Register of Deeds of Douglas County, Kansas  
 to discharge the same as recorded.  
 Dated this 3rd day of April, A.D. 1923.  
 By H. H. Wilson - President  
 Bankers Life Ins. Co. of Neb.  
 In Presence of Witnesses  
 S. H. Spalding, Notary  
 Geo. C. Hallman  
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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, Four Thousand (\$4000.00) Dollars on the first day of April 1923 with interest thereon until maturity, at the rate of five per cent. per annum, payable semi-annually, from April 1, 1916 according to the terms of one promissory bond or note 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 the 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 \$ 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 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 a 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 one 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 be credited on such computation of interest, as partial payments thereof.

FIFTH, 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 a right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of an control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receivers costs and expenses, and may discharge all duties of a receiver.

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

SEVENTH, And it is further agreed that if proceedings are commenced to foreclose this mortgage, parties of the first part agree to pay a reasonable attorney's fee, to be fixed by the court.

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

IN WITNESS WHEREOF, We have hereunto set our hands.

Murray E. Price  
 Hulda Price.

State of Kansas, Douglas County, SS.

On this 10th day of April 1916 before me a Notary Public, duly commissioned and qualified for and residing in said County, personally came Murray E. Price and Hulda Price, his wife to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same, to be their voluntary act and deed.

WITNESS My hand and official seal the day and year last above written.

My commission expires March 11, 1920 (SEAL)

Arthur M. Spalding, Notary Public.

Recorded April 14th., A.D. 1916, at 9:40 o'clock A.M.

Geo. C. Hallman  
 Register of Deeds,  
 Deputy.