THIS INDENTURE, Made this 20th day of April A.D. 1916 by and between Theodore Frank Kuester, and Allie Kuester, his wife, of the County of Douglas and State of KanSas, Parties of the first part, and THE PIONEER MORTGAGE COMPANY, a corporation under the laws of the State of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Nine Hundred Dollars, to them in hand paid, the receipt whereof is hereby aknow-ledged, do by these presents, graff; bargain, sell, nonvey and confirm unto the said party of the second part, its successors and essigns, all of the following described s real estate, situate in the County of Douglas and State of Kansas, to;wit:

The North 53 scree of the east 73 scree of the North-west Quarter of Section number Three (3), Township numbered Twelve (12), Range numbered Eighteen (18), except-Income income (5), formania numbered imary (12), hange numbered Eighteen (18), except ying therefrom a tract beginning at the Northeast corner of said Northwest Quarter, thence South Fiftymine (59) rods, thence West Twenty-nine (29) rods and one(1) foot, thence North Fifty-nine (59) rods; thence East Twenty-nine (29) rods and one (1) foot to beginning, all East of the Sixth Principal Meridian and containing 43 acres more or Cless

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appur-C tenances thereunto belonging or in anywise appertaining, and all rights of homestead a A exemption and every contingent right or estate therein, unto the said party of the second part, its subcessors and assigns, forever; the intention being to convey an ab-solute title in fac to said premises. And the said parties of the first part do heresolute title in fac to said premises. And the said parties of the first part do here-by covenant and agree that at the delivery hereof, they are the lawful owners of the premises above grented; and seized of a good and inde tessible estate of inheritance therein, free and clear of all incumbrances, and that they will werrant and detend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever. Provided, Always, and these presents are upon the following covenants and condi-

tions, to wit: FIRST. The said parties of the first part are justly indebted to the said second party in the sum of Nine Hundred Dollars, according to the terms of a certain mcrigage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid, to the order of aid second party, with interest thereon from May 1, 1916 until maturity, at the rate of five per cent per annum, payable semi-annually on the first days of May and November in each year, according to the terms of interest notes thereinto attached; both principal and interest and all other indebtedness accruing hereunder, being payable in lawful money of the united States of America, at the Office of THE PIONEER MORTGAGE COMPANY, in Topeks, Kansas, and all of said notes bearing ten per cent. interest after due. SECOND. That thesaid first party shall pay all taxes and assessments now due, or

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which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recov er the amount so paid with interest thereon at the rate of ten per cent. per annum, and this mortgage shall stand as security therefor.

Third. That the said first party shall keep the buildings on said premises insur ed in some responsible company or companies, approved of by said second party, for the benefit of said second party, or assigns, in the sum of not less than Five Hundred Dollars, and shall deliver the policies and renewal receipts to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at

ten per sent. per annum, and this mortgage shall stand as security therefor. FOURMH: That said first party shall keep all fences, buildings and other improvo-ments on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises to depreciate by neglect or want of care; and should said first party neglect so to do, 'said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties sures to pey the said second party, or its assigns, interest at U.e rate of ten per cent per annum, computed annually on said principal note from date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents and profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect, It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the first part; but if said principal or interest nutes, or any part thereof, or any interest thereon, be not padd according to the terms of said notes, or if taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice, in case of such foreclosure, said real estate shall be sold without appraisement.

In Witness Whereof, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned. Theodore Frank Kue

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State of Colo. County of Crowley, SS. BE IT REMEMBERED, that on this 27 day of April A.D. 1916, before me, the undersigned

Allie Kuester