

Merchants Loan & Savings Bank to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

My commission expires May 12 1918. (SEAL)

L. E. Hoover, Notary Public.

Recorded May 29th. A.D. 1916, at 1:40 o'clock P.M.

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

THIS INDENTURE, made this 22nd day of May A.D. 1916, between Alec G. Banks and Trace H. Banks, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

part, WITNESSETH, that the said party of the first part, in consideration of the sum of (\$3500).- Thirty five hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter of Section Twenty-four (24), in Township Fourteen (14), Range Eighteen (18), except One (1) Acre in the Southeast corner thereof. Containing One hundred fifty-nine (159) Acres.

TO HAVE AND TO HOLD the same, with the appurtenances thereto, belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED HOWEVER, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$3500.) Thirty five hundred Dollars, on the first day of June, A.D.1921, with interest thereon at the rate of five per cent. per annum, payable on the first day of June and December in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable at the office of The Mutual Benefit Life Insurance Company, in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expenses of said party of the first part, otherwise to remain in full force and effect.

And the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$ in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as a part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

Alec. G. Banks
Trace H. Banks

State of Kansas, Douglas County, SS.

On this 1st day of June A.D. 1916, before me, a Notary Public, in and for said

Recorded 2/15/31 30 1931

Edith Perryman

Corps de l.

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