

State of Kansas, Osage County, SS.

BE IT REMEMBERED, That on this 29th day of May, A. D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James H. Jones and Nellie M. Jones, his wife who are personally known to me to be the same person who executed the within instrument, and such persons duly acknowledged the execution of the same.

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

Term expires July 12 1919. (SEAL)

J. A. Kesler, Notary Public.

Recorded June 22nd. A.D. 1916, at 9:21 o'clock A.M.

*Phyllis Lawrence*  
Register of Deeds,  
*Geo. B. Nett*  
Deputy.

THIS INDENTURE, made this seventeenth day of June A.D. 1916, between John Brechisen and Ursula Brechisen, 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,

WITNESSETH, that the said party of the first part, in consideration of the sum of (\$3000.) Three Thousand 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 North half of the Northwest Quarter of Section Twenty-one (21) and the North Thirty (30) Acres of the South half of the Northwest Quarter of Section Twenty-one (21) in Township Fourteen (14), of Range Twenty-one (21). Containing One hundred Ten (110) Acres.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in any wise 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 (\$3000.) Three Thousand Dollars, of the first day of July, A.D. 1921, with interest thereon at the rate of five per cent. per annum, payable on the first day of January and July 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 expense 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 deliver to it or them all policies of insurance on said buildings, and the 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.

John Brechisen  
Ursula Brechisen.

*The Mutual Benefit Life Insurance Company, the mortgage is hereby acknowledged, full payment of debt secured by this mortgage will discharge the property of Douglas County, Kansas, its successors, the same of record.*  
*Witness my hand and the seal of said Company this 15th day of December A.D. 1916.*  
*By [Signature] Secretary*

Recorded June 24 1916  
\$4000.00  
THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT  
Received of James H. Jones & Ursula Brechisen the sum of \$4000.00 the within named Mortgage, the sum of \$4000.00 and the sum of \$400.00 in full satisfaction of the within Mortgage. The National Bank of Commerce, St. Louis, Mo.  
1916

The within instrument is on file in the office of the Register of Deeds, Osage County, Kansas, for recording.