

Section Ten (10) Township Fifteen (15) Range Eighteen (18), with all the appurtenances and all the estate, title and interest of the said parties of the first part therein, and the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except a mortgage for \$4000.00 to the Knights & Ladies of Security dated June first, 1916 and covering the 120 acres in the N. E.  $\frac{1}{4}$  of 10, 15, 18, and being a prior lien on the same.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Eighteen hundred & 00/100 Dollars, according to the terms of one certain Promissory note this day executed by the said James H. Jones and Nellie M. Jones to the said party of the second part dated June first 1916 @ 6% interest from date payable annually and due in five years from date.

And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, her executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs and assigns.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and seal, the day and year last above written.

James H. Jones (SEAL)  
Nellie M. Jones (SEAL)

State of Kansas, Osage County, SS.

BE IT REMEMBERED, That on this first day of June A.D. 1916, before me, a Notary Public in and for said County and State, came James H. Jones and Nellie M. Jones his wife, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.  
(commission expires on the 12 day of July, 1919) (SEAL) J. A. Kesler, Notary Public.

Recorded July 1st., A.D. 1916, at 9:45 o'clock A.M.

*Royd L. Lawrence*  
Register of Deeds,  
*Geo. B. Metzger*  
Deputy.

THIS INSTRUMENT, Made this 1st day of July A.D. 1916, between Charles E. Sutton and Elizabeth W. Sutton, his wife, of Douglas County, in the State of Kansas, of the first part, and THE NATIONAL COUNCIL OF THE KNIGHTS AND LADIES OF SECURITY, a Corporation, of the State of Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Eighteen Thousand Five Hundred and no/100 Dollars the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey, unto said party of the second part, and its assigns, all of the following described real estate, situated in Douglas County and State of Kansas, to wit:

The North half (N.  $\frac{1}{2}$ ) and the Southeast quarter (S.E.  $\frac{1}{4}$ ) of Section Five (5) Township Twelve (12) Range Twenty (20) in Grant Township, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenement, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST--Said Charles E. Sutton and Elizabeth W. Sutton justly indebted unto the said party of the second part in the principal sum of Eighteen Thousand Five Hundred Dollars, lawful money of the United States of America, being for a principal loan thereof, made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of a certain first mortgage real estate note, with ten interest coupons thereto attached, executed and delivered by the said parties of the first part, bearing date July 1st, 1916 payable to the said THE NATIONAL COUNCIL OF THE KNIGHTS AND LADIES OF SECURITY, July 1st 1921 at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of 5% per cent per annum, payable semi-annually, on the first days of July and January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by said ten coupons attached to said principal note, and of even date therewith, and payable to the said THE NATIONAL COUNCIL OF THE KNIGHTS AND LADIES OF SECURITY at its office in Topeka, Kansas.

SECOND--Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid, the said party of the second part or the legal holder or holders of this mortgage, may without notice declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments, and insurance premiums, and the amounts so paid shall be

Recorded

July 8 1917

*Charles E. Sutton*  
Register of Deeds

*The following is a correct copy of the original as filed in the office of the Register of Deeds, Topeka, Mo., July 1st 1917*

Recorded

July 13 1916

*Charles E. Sutton*  
Register of Deeds

*Geo. B. Metzger*  
Deputy

8 18500 00

*The following is a correct copy of the original as filed in the office of the Register of Deeds, Topeka, Mo., July 1st 1917*