

the said instrument was signed, sealed and delivered in behalf of said Company by authority of its Board of Directors, and the said F. C. Cochran acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and for the consideration therein expressed.

WITNESS my hand and official seal at Kansas City in said County and State the day and year last above written.  
My commission expires March 24th . 1914. (Seal) Charlton H. Hutchison  
Official title, Notary Public.

Recorded July 6th., A.D. 1916, at 3:07 P.M.

*Roy L. Lawrence*  
Register of Deeds,  
*Geo. C. Nitzel* Deputy.

THIS INDENTURE, Made this 31 day of May in the year of our Lord one thousand nine hundred sixteen, by and between Nelia Mohatt, a widow of the County of Douglas and State of Kansas, party of the first part, and State Bank of Leocompton party of the second part,

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Three Hundred and no/100 Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, and to her heirs and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in Douglas County of Kansas and State of Kansas, to wit:

Lots numbered Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty one (21), Twenty Two (22), Twenty three (23), Twenty four (24), Twenty five (25), Twenty six (26), Twenty seven (27), Twenty eight (28), Twenty nine (29), Thirty (30), Thirty one (31), Thirty two (32), Thirty three (33), Thirty four (34), Thirty five (35), Thirty six (36), Thirty seven (37), Thirty eight (38), Thirty nine (39), Forty (40), Forty one (41), Forty two (42), Forty three (43), Forty four (44), Forty five (45), Forty six (46), Forty seven (47), Forty eight (48), Forty nine (49), Fifty (50), Fifty one (51), Fifty two (52), Fifty three (53), Forty four (54), Fifty five (55), Fifty six (56), all in block numbered Fifteen (15) in the City of Leocompton, Douglas County, Kansas according to the recorded plat thereof,

TO HAVE AND TO HOLD THE SAME, with all and singular the hereditament and appurtenances therunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and its successors and assigns, forever. And the said party of the first part does hereby covenant and agree, that at the delivery hereof she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend 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 this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said Nelia Mohatt justly indebted unto the said party of the second part in the principal sum of Three hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Nelia Mohatt and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered \_\_\_\_\_, executed and delivered by the said Nelia Mohatt bearing date May 31, 1916, and payable to the order of the said State Bank of Leocompton, Leocompton, Kansas One year after date, at State Bank of Leocompton, Leocompton, Kansas with interest thereon from date until maturity at the rate of 8 per cent, per annum, payable semi-annually, on the 31 days of November and May in each year, at State Bank of Leocompton, Leocompton, Kansas.

Second. Said party of the first part hereby agrees 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 amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 8 per cent, per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof,

Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth. Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above-described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of \_\_\_\_\_ Dollars; loss, if any, payable to the mortgagee or assigns. And it is further agreed, that every such policy of in-

The following is endorsed on the original instrument:  
Shaw 201 2nd By these terms: State Bank of Leocompton, Leocompton, Kansas.  
Deeds of Douglas County, Kansas, to discharge the same of record. The Witness of these of hand and any leave.

State Bank of Leocompton, Leocompton, Kansas.

By J. H. Stedden, Cashier

*(Seal)*  
J. H. Stedden

Received Aug 21 1916  
*Roy L. Lawrence*  
Register of Deeds.