

Johanna Levin, a widow, Mortgage and Warrant to The Farm Mortgage Company, of Topeka, Kansas, real estate in the County of Douglas and State of Kansas, described as follows, to wit:

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The South one-half (50) of the Northwest Quarter (NW1/4) of Section Twenty-nine (29), in township twelve (12), South, of Range Eighteen (18) East of the Sixth Principal Meridian. To secure the payment of \$119.00, due as follows: \$39.50 on the first day of July, 1917. \$39.50 on the first day of July, 1918. \$40.00 on the first day of July, 1919. This mortgage is subject and second to a mortgage to The Farm Mortgage Company to secure the payment of \$1700.00. The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, of the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

WITNESS OUR HANDS: This 30th day of June, 1916.

Johanna Lavin.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 18th day of September, 1916, before me, a Notary Public in and for said County and State, came Johanna Lavin, to me known to be the same person described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same, as their voluntary act.

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

My commission expires Jan. 23-1919. (SEAL) Myrtle McConnell, Notary Public.

Recorded Sept., 26th., A.D. 1916, at 10:01 o'clock A.M.

Lloyd L. Lawrence
 Register of Deeds,
 Geo. C. Webb
 Deputy.

THIS INDENTURE, made this twentieth day of September, A.D.1916, between William F. Wacker, an unmarried man, 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 (\$2800.) Twenty Eight Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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 Southwest Quarter of Section Four (4), in Township Fifteen (15), of Range Nineteen (19), containing one hundred and sixty (160) acres

Nineteenth (19th) containing the ~~stated~~ ^{above} ~~homestead~~ ^{premises} 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 covenants that he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he will warrant and defend the same against the lawful claims of all persons whosoever.

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 (\$2800.). Twenty eight hundred Dollars, on the first day of October, A.D. 1921, with interest thereon at the rate of five per cent. per annum, payable on the first day of April and October 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 said principal sum after the same becomes due and 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 does 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 costs, 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 does 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 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,