still Deputy.

and Estella Sturm, his wife, to me personally known to be the same persons who execu-ted the foregoing instrument, and duly acknowledged the execution of the same; IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written. Term, expires June 13th., 1917. (SEAL) Wm. Kelley, Notary Public.

Recorded Oct., 2nd., A.D. 1916, at 10:50 o'clock A: M.

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C THIS INDENTURE, Made September 2, 1916 by and between George E. Smith and Magy C. Smith, hus wife, of the County of Douglas, State of Kansas, parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part: WITNESSETH, That said parties of the first part, in consideration of the sum of Fifty five Hundred (\$5500.00) Dollars, paid by the seid party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its_successors or assigns, the following described real estate, situated in party,

the County of Douglas and State of Kansas, to-wit: The Southeast quarter of Section Ten in Township Fourteen South, Range Twenty East of the Sixth Principal Meridian, containing in all One Hundred Sixty acres, according to Government Survey.

TO HAVE AND TO HOLD said presises with all appurtenences thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said part-ties of the first part are lawfully seized in fee simple of said premises; that they The said 2 9. I have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the tile to said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and that the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interest in said premises, the intention being to convey hereby an absolute title to skid presises in fee simple. PROVIDED ALWAYS, And this instrument is executed and delivered upon the following

conditions:

FIRST, That said parties of the part shall pay, or cause to be paid to the party he second part, its successors or assigns, Fifty five hundred (\$5500.00) Dollars of the second part, its successors or assigns, Pirty five hundred (\$5500.00) Doll on the first day of October 1921 with interest thereon, payable semi-annually, from October 1, 1916, according to the terms of one promissory bond or note with interest : signed by said parties of the first part, payable to the order of the notes attached, signed by said parties of the first part, payable to the or BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, and bearing even date herewith.

SECOND, In consideration of the rate of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said hond or notes and mortgage on account of the debt hereby secured, If, however, such taxes and assessments added to the interest shall exceed ten per cent per sumum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

THIRD, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delingunoy and procure, maintain and deliver to said second party, its successors, or assigns, insurance pol-icies on the bulldings thereon, in companies to be approved of by the second party, its successors or assigns, for not less then ? None, loss payable to the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

FOURTH, It is understood and agreed that if said insurance is not promptly effor ted, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinguency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

FIFTH, It is further agreed that if default be made in the payment of any inter-FIFTH, It is further agreed what if definit be hade in the payment of any inter-est note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of the taxes or special assessments levied or assessed under the laws of the State of Kansas against said real spate or gainst said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the gainst parties of the first part fail to perform any of the bond tions the assents in this mortgage on in the note because delined. First bond or the same before the bond the assents in this mortgage or in the note hereby secured contained, time being the essence of this contract, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage ma then be foreclosed and the nortgaged pramises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to dealare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee exercises the option to declare the whole sum due or not) bearinterest at in the rate of ten per cent per annum until paid.

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