

State of Kansas, County of Douglas, SS:

On this 16th day of November A.D. 1916, before me, the undersigned, a Notary Public in and for said County and State, personally appeared C. E. Collins, a widow, to me personally known to be the same person named in and who executed the foregoing instrument and acknowledged that she executed the same as his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

My commission expires January 19, 1918. (SEAL) Geo. L. Krecek, Notary Public.

Recorded Dec. 27th., A.D. 1916, at 2:00 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. C. Nitzel Deputy.

THIS INDENTURE, Made this 13th day of December in the year of our Lord one thousand nine hundred and sixteen by and between W. H. Morris and Sarah C. Morris (his wife) of the County of Douglas and State of Kansas, parties of the first part, and THE STATE SAVINGS BANK, Topeka, Kansas, a corporation, party of the second part:

"WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in the County of Douglas and State of Kansas, to wit:

- The West half of the Southeast quarter of Section number thirty-three (33), township number Eleven (11) Range number Eighteen (18), Also The Northeast quarter of Section Number Four (4), Township Twelve (12), Range number Eighteen (18).

TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appurtenances therunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of 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 grantors are justly indebted unto the said party of the second part in the principal sum of Ten thousand 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 grantors and payable according to the tenor and effect of their certain first mortgage real estate note No. 2516 executed and delivered by the said grantors bearing date Dec. 15, 1916, payable to the order of THE STATE SAVINGS BANK, Topeka, Kansas.

in the sum of \$500.00 January 1, 1920 and \$500.00 annually thereafter, and \$9000.00 January 1, 1922 after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of seven 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 first installments of interest being further evidenced by ten coupons attached to said note, and of even date therewith, and payable to the order of said THE STATE SAVINGS BANK, Topeka, Kansas, 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 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 ten 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 immediately 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 parties of the first part hereby agree 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 parties of the first part hereby agree to procure and maintain policies of fire and tornado insurance on the build'gs 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 \$3300.00 (fire) and \$2200.00 (tornado) Dollars, less, if any, payable to the mortgagee or its assigns.

And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable, and apply the same when received to the payment of said note, together with the costs and expenses incurred