

interest. In case of default of payment of any sum herein covenanted to be paid, or in default of performance of any covenant herein contained, the said first party agrees to pay to the said second party, its successors or assigns, interest at the rate of ten per cent. per annum, computed annually, on said principal hereby secured, from the date thereof to the time when the money shall be actually paid. Any payment made on the account of interest shall be credited in said computation so that the total amount collected shall be, and not exceed, the legal rate of ten per cent.

The said first party agrees, that if the makers of said notes shall fail to pay, or cause to be paid, the principal or interest, or any part thereof, at the time the same becomes due, or to conform or comply with any of the foregoing covenants, the whole sum of money herein secured, shall upon the option of the said second party, become due and payable without notice, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, together with the statutory damages; and the said second party, its successors or assigns, shall at once, upon the filing of a bill for the foreclosure of this mortgage, be forthwith entitled to the immediate possession of the above described premises, and at once take possession, and receive and collect the rents, issues and profits thereof. For value received, the said party of the first part do hereby expressly waive an appraisal of said real estate, should the same be sold under execution, order of sale, or final process, and do further waive all benefits of the stay, valuation or appraisal laws of the State of Kansas. The foregoing covenants being performed, this conveyance to be void, and the same is to be released at the cost of the said first party; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said party of the first part have hereunto set their hands, this fourth day of January One thousand nine hundred and seventeen.
Signed, sealed and delivered in presence of

Crim Q. Thompson.

David K. Henry (LSW)
Della L. Henry (LSW)

State of Kansas, County of Shawnee, SS.

BE IT REMEMBERED, That on this 4th day of January A.D. One thousand nine hundred and seventeen before me, the undersigned, a Notary Public in and for said County and State, came David K. Henry and Della L. Henry, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name, and affixed my official seal, on the day and year last above written.
Commission expires June 18th, 1917 (SEAL) M. Alice Wimer, Notary Public,
Residence, Topeka, Kansas

Recorded Jan. 4th., A.D. 1917, at 3:45 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Deputy.

THIS INDENTURE, made the first day of January A.D. 1917, between Charles A. Stevenin and Mattie A. Stevenin, husband and wife, 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 (\$2000.) Two thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do 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 North Half of the Southeast Quarter of Section One (1), in Township Fifteen (15), of Range Nineteen (19). Containing Eighty (80) Acres.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in any wise 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 covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

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 (\$2000.) Two Thousand Dollars, on the first day of January, A.D. 1922, with interest thereon at the rate of five per cent. per annum, payable on the first day of January and July 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 principal sum after the same becomes due or 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 do 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

*The foregoing is confirmed on the original instrument.
The Mutual Benefit Life Insurance Company, its mortgage within named,
has hereby acknowledged the face payment of the debt secured by the foregoing mortgage,
and attests the Register of Deeds of Douglas County, Kansas, to which he came for
record. In witness Whereof the said Company has caused these presents to be
signed by its Vice President and its attorney and it is attested this 20th day
of June A.D. 1920. Exp. June - The Mutual Benefit Life Insurance Company.
Recorded June 21, 1920. B. L. B. B.*