

Dark, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

George L. Kreek

Notary Public.

My Commission expires January 19, 1918

Recorded this 12th of January A.D. 1917.
at 1:55 O'clock P.M.

Register of Deeds

THIS INDENTURE, made the 19th day of December A.D. 1916, between Elmer E. Myers and Matilda Myers, 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 Twenty Seven Hundred 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 West Half of the Northwest Fractional Quarter of Section Four (4), Township Twelve (12), Range Eighteen (18), excepting the following tract used as a part of

a cemetery: "beginning at a point Twenty (20) feet West of a point Sixty Seven (67) rods North of the Southwest corner of the East Half of the Northwest Quarter of Section Four (4), Township Twelve (12), Range Eighteen (18), thence West One (1) rod; thence North Twenty Six (26) rods; thence East One (1) rod; thence South along West line of County road Twenty Six (26) rods to beginning"; containing Seventy Seven and One Half (77½) acres.

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 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 (\$2700.) Twenty Seven Hundred 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 any costs charges or attorney's fees incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage. And the said party of the first part do 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 the said premises, and keep the buildings thereon in good repair and insured to the amount of \$700.00 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 and assessments, make such repairs, or effect such insurance; and the amounts paid therefore, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

Recorded Jan 16 1917

Elmer E. Myers & Matilda Myers

The following is a correct copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas, and is hereby certified to be a true and correct copy of the original instrument as recorded in the office of the Register of Deeds, County of Douglas, State of Kansas.

(Copy 2)