

This Indenture, Made and executed this Fifteenth day of December, 1916, by Edward W. Schafstall and Anna E. Schafstall, husband and wife of Douglas County, Kansas parties of the first part, and the Union Central Life Insurance Company, of Cincinnati, Ohio, party of the second part:

Witnesseth, That the said first parties for and in consideration of One Dollar and other valuable consideration to Edward W. Schafstall and Anna E. Schafstall in hand paid by The Union Central Life Insurance Company, a corporation organized under the laws of Ohio, the receipt whereof is hereby acknowledged, mortgage and warrant unto the said second party, its successors and assigns, forever, the certain tract or parcel of real estate, situated in Douglas County, Kansas, described as follows, to-wit:

The Northeast quarter of Section Thirty-one (31), Township Thirteen (13), Range Twenty (20) East of the Sixth Principal Meridian, containing One Hundred and Sixty (160) acres, more or less.

To secure the payment of a debt evidenced by certain promissory notes of even date herewith signed by Edward W. Schafstall and Anna E. Schafstall of said first parties and payable to the said second party, more fully described as follows;

The first note being for One Hundred Twenty-three and 70/100 Dollars, the next Thirty notes for Five Hundred Thirty-three & 4/100 Dollars each, the first note being payable April 1, 1917, and one of the remaining notes payable same day in each of the succeeding thirty years, (or prior to maturity in accordance with stipulation therein) with interest after maturity at the rate therein specified.

The said first parties hereby covenant and agree with the said second party, its successors and assigns, as follows:

First.--To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate; and if not paid, the holder of this mortgage may pay such taxes, liens or assessments, and be entitled to interest on the same at the rate of ten per cent. per annum, and this mortgage shall stand as security therefor.

Second.--To keep all buildings, fences, and other improvements on said real estate, in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing of fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

Third.--To keep, at the option of the said second party, the buildings on said premises insured in some standard joint stock fire insurance company, approved by the said second party, for the insurable value thereof, with said second party's usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance and the amount so paid with interest at ten per cent per annum, shall be immediately due and payable, and shall be secured by this mortgage.

FOURTH.--If the maker or makers of said notes shall fail to pay either principal or interest, when the same becomes due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed. Interest on the debt secured hereby shall be ten per cent. per annum after maturity by default or otherwise until paid.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the said second party, (And in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released) at the cost and expense of the said first parties otherwise to remain in full force and virtue.

In Testimony Whereof, The said first parties have hereunto set their hands the day and year first above written.

Changes, Erasures, and Interlineations made prior to signature.

Edward W. Schafstall (Seal)  
Annie E. Schafstall (Seal)

STATE OF KANSAS:  
DOUGLAS COUNTY: SS

BE IT REMEMBERED, that on this 16th day of December, 1916, before the undersigned a Notary Public in and for said County, personally appeared Edward W. Schafstall and Anna E. Schafstall, husband and wife, who are to me personally known to be the identical persons who executed the foregoing, Mortgage Deed, 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.  
My commission expires Oct. 14, 1919.

Eva H. Neville, Notary Public.  
Douglas County, Kansas.

Recorded on March 16th, A. D. 1917,  
at 10:28 o'clock, P.M.

Letellie Northrup  
Register of Deeds  
Deputy.

JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas,  
do hereby certify that the foregoing is a true and correct copy of the original  
of the mortgage and deed recorded in the office of the Register of Deeds  
of Douglas County, Kansas, on the 18th day of December, 1916, at 10:28 o'clock, P.M.  
and that the same is duly returned to me for filing in the office of the Register of Deeds  
of Douglas County, Kansas, on the 18th day of December, 1916, at 10:28 o'clock, P.M.

ATTEST:

Edward W. Schafstall  
Register of Deeds

John W. Callahan  
Clerk of District Court

The following is a true and correct copy of the original of the mortgage and deed recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 18th day of December, 1916, at 10:28 o'clock, P.M. and that the same is duly returned to me for filing in the office of the Register of Deeds of Douglas County, Kansas, on the 18th day of December, 1916, at 10:28 o'clock, P.M.