

This Indenture, Made this first day of March, in the year of our Lord one thousand nine hundred seventeen, by and between Edward F. Hyland and Nellie Hyland, his wife of the County of Douglas, and State of Kansas, parties of the first part, and The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church, party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Seventeen Hundred and Fifty (\$1750.00) 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 the 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 Willow Springs Township County of Douglas and State of Kansas to wit:

The southwest quarter of the north east quarter and the south half and northwest quarter of the Northwest quarter, Section 3, Township 15, Range 19.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise 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 of inheritance 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 Edward F. Hyland and Nellie Hyland, his wife, justly indebted unto the said party of the second part in the principal sum of Seventeen Hundred and Fifty (\$1750) 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 Edward F. Hyland and Nellie Hyland, his wife, and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered 44, executed and delivered by the said The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church, bearing date March 1st, 1917, payable to the order of the said The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church, five years after date, at Baldwin City, Kansas with interest thereon from date until maturity at the rate of 5 1/2 per cent per annum payable semi-annually, on the first days of September and March in each year, and 10 per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to the said principal note, and of even date therewith, and payable to the order of said The Board of Conference Claimants of The Kansas Annual Conference of The Methodist Episcopal Church at Baldwin City, 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 8 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 to abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fifth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Executed and delivered in presence of

E. F. Hyland,
Nellie Hyland,

W. M. Clark,

STATE OF KANSAS; DOUGLAS COUNTY; SS:

BE IT REMEMBERED, That on this 1st day of March, A. D. Nineteen Hundred Seventeen, Before me, the undersigned, a Notary Public in and for said County and State, came E. F. Hyland and Nellie Hyland, 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

W. M. Clark, Notary Public, Douglas County, Kansas.

My commission expires May 15, 1919.

Recorded on March 17th, A. D. 1917, at 9:35 o'clock, A.M.

Ernest Northrup
Register of Deeds.