

the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
My commission expires Feb'y. 10, 1918. (LEGAL SEAL) Zella W. Iliff, Notary Public

STATE OF COLORADO: KIOWA COUNTY:SS:

BE IT REMEMBERED, that on this 7th day of May, A. D. 1917, before me, John T. Gough a Notary Public in and for said County and state, came Joe J. Brown, Pearly P. Brown, and Lloyd E. Brown, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
My commission expires June 29th, 1918. (LEGAL SEAL) John T. Gough, Notary Public.

STATE OF KANSAS: COUNTY OF FRANKLIN:SS:

BE IT REMEMBERED, That on this 4th day of May, A. D. 1917, before me, W. R. Dean, a Notary Public in and for said County and state, came Caroline Mentzer and Kate Dean to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
My commission expires Dec. 29th, 1918. (LEGAL SEAL) W. R. Dean, Notary Public.

Recorded on May 14, A. D. 1917,
at 10:05 o'clock, A. M.

Little Northrup
Register of Deeds,
Lois Walton Deputy.

MORTGAGE.

THIS INDENTURE, Made the Thirtieth day of April, A. D. 1917, between Charles J. Fawl and Jennie Fawl, 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 (\$3500.00) Thirty Five 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 east half of the Southeast quarter of Section Thirty (30) and the North half of the Northeast quarter of Section Thirty-one (31) in Township Fourteen (14), of Range Eighteen (18), containing one hundred sixty (160) 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 whatsoever.

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 (\$3500.00) Thirty Five Hundred Dollars, on the first day of May, A. D. 1922, with interest thereon at the rate of five per cent per annum, payable on the first day of May and November, 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 expense of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said 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 the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$.... 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 amount paid therefor, 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.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns

Recorded May 23 1917
Little Northrup
Register of Deeds
Lois Walton Deputy

The following is 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, on May 23, 1917, at 10:05 o'clock, A. M. 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, on May 23, 1917, at 10:05 o'clock, A. M.