To Have and To Hold the Same, together with all and singular therights, privileges tenements, hereditaments and appuptenances thereunto belonging or in any wise appertaining forever, upon the express dondition, to-wit: That whereas said parties of the first part have this day executed and delivered their certain promissory notes to said party of the see ad part, payable to the order of the said party in Kansas City, Missouri, bearing interest from date, at the rate of four per cent per annum, payable semi-arnually vizigive principal notes for thesum of Two Hundred and Forty Dollars sach, nually vizinfive principal notes for the sum of inder and fore using solid and the payable successively in 24, 36, 48, 60, and 72, months after date. Said parties of the first part hereby egree not to soll, transfer or incumber thebove described property during the life of this instrument without consent of second party. . Now, if said parties of, the first part, that successors or assigns, shall pay or

cause to be paid to said party of the second part, its successors or assigns, sed d sum o" money in the above described notes mentioned, pogether with the interest there on, according to the tenor and effect thereof, and shall keep the N'ildings erected . on, socording to the tener and effect indred, and shall keep the Kildings erequed and to be erected upon thetpremises above conveyed in sured against loss or damages by fire and tornado in the sum of not less than Twelve Hundred Dollars each, by such in surence company or companies as shall be approved by said party of the second part, and in default of said insurance the said party of the second part may effect such insurance. and the premiums baid for effecting the same, together with all expenses, costs surance, and the premiums paid for effacting the sure together with all expenses, does and charges incident thereto, with interest thereon at the rate of six per cent per an num from the date of payment thereof by said party of the second part until repaid by the said parties of the firstpart, shall be a lien upon said mortgage greaters, added to the amount of said obligation and secured by these presents and shall be included in and made a part of any judgment upon foreclosure of this mortgage, then these prose-nts shall be wholly discharged and void, and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon is not paid, when the same is due, or should first parties sell, transfer or incumber said property without the consent of the second party, or if the taxes and assessments of every nature which are or may be associed or leviad against caid premises or any part thereof are not paid when the same are made due and payable, or if said insurance pure entreed are not pain when any same are made out and payadie, or it split induition is not effected, and if the policies and certificate are not assigned; as foresaid, w then, and upon failure of the said parties of the firstpart to perform the foregoing provisions, covenants and agreenent, or any or either of them, the whole of sed d sum, sums and interest thereon, shall, at the option of the said party of the second part, became due and payable forthwith, whether due by the terms of said notes or not, and said party of the second part shall be entitled to have and maintain its action in any sour percy of the account part share be entried to have an includent to account of account of the whole survease by this mort-gage, and for all costs and expenses of such suit, Appraisenent waived. In Witness Whoreof, the said parties of the first part have hereunto set their hands the day and year first ably e whitten.)

. 12 . Executed and delivered in the presence of

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Recorded 70

An Trustees of the Second Christian Church of Lewrence, Kunsas.

STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

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BE IT REPERDERED, that on this 28' day of June, A. 7. 1917, before me, Pauline Mac-Catherine, a Notary Public in and for said County and State, same George O. Foster, Eben F. Crocker and E. E. Stouffer to me personally known to be the same persons who executed the foregoing instrument of writing, and duly asknowledged the execution of the same, as such Trustees.

In Witness Whoreof, I have hereunto set my hand and affixed my official seal, the day and year lest above writton. (L.S.)

My commission expires October 18, 1919.

Recorded on June 28, A. D. 1917, at 3:08 oclock, Pill

Pouline MegCatherine Hotar Public. Letelle Northrup Parister of Dods, Co Gene Walton Deputy.

MORTGAGE.

THIS INDENTURE, made the eleventh day of June, A. D. 1917, between Thomas J. Custard and Mary L. Custard, husband and wite, 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 Fifteen Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, soll, convey and confirm to the said party of the second part, mereby grant, Dargain, Soli, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Doug-las, and State of Kansas, to-wit: The East Half of the Northwost Quarter of Section Fourteen (14), Township Twelve (12), Range Seventeen (17), (except a tract for ceme-tery, described as follows: Commencing at a point Thirty Six (36) rods West of the Northeest corner of said Quarter Soction, thence South Twenty Four (24) rods, thence West Twenty Four (24) rods, thence North Twenty Four (24) rods, thence Four (24) rods, to place of berinning containing Swenty Six end Pour East Twenty (24) rods, the place of berinning containing Swenty Six end Pour East Twenty (24) rods. Four (24) rods, to place of beginning) containing Seventy Six and Four Tenths (76.4) BOTAS.

To have and To Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any night 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 set d party of the first part hereby covenant that they are lawfully seized of set d 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.