

Dated this second day of February 1920.

State of Kansas,)
County of Coffey,) ss.

Ben Kowing,
Clara Kowing,

Before me, L. H. Hannen, a Notary Public, in and for said County and State, on this 10th day of February 1920, appeared Ben Kowing and Clara Kowing, his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.
My commission expires.....

Witness my hand and notarial seal the day and year above set forth.

My commission exp. May 16th 1920.

(L.S.)

L. H. Hannen,
Notary Public in and for Coffey
County, Kansas.

Recorded Feb. 25, 1920,
At 10:25 o'clock A.M.

Estelle Nordrup,
Register of Deeds,
Jerome Flannery,
Deputy.

MORTGAGE.

This Indenture, made the 14 day of February 1920, A.D. between Fred Simon and Clara Simon, his wife, of the County of Douglas and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part,

Witnesseth, that the said party of the first part, in consideration of the sum of Eleven Thousand 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 Southeast Quarter of Section Eight (8), in Township Thirteen (13), of Range Nineteen (19); also the West Half of the Northeast Quarter of Section Seventeen (17), in Township Thirteen (13), of Range Nineteen (19), less Nine (9) acres more or less South of the Wakarusa River, (being Six (6) acres in the Southwest Corner, and Three (3) acres in the Southeast Corner thereof), containing One Hundred Fifty-one (151) acres more or less.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assigns, all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To have and to hold the same, with 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 (\$11,000.) Eleven Thousand Dollars, on the first day of March, A.D. 1925, with interest thereon At the rate of six per cent. per annum, payable on the first day of March 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 said Company, in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the 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 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 \$2000. 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

The following is endorsed on the original instrument:

Bartlett Brothers Land and Loan Company, the mortgage within named - does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and all charges and costs of said party of the first part, to wit: Simon, to discharge the same. Signed by the said party of the first part, Fred Simon and Clara Simon, his wife, on the 14th day of February, 1920, at St. Joseph, Missouri, and to be confirmed and recorded by the Register of Deeds, at St. Joseph, Missouri, on the 25th day of February, 1920.

For Partial Release see Book 65 Page 137

Noted: Mar 3 1925
Lois C. Wellman,
Register of Deeds