

MORTGAGE.

This indenture made June 25, 1920 by and between Frances V. Butler and Russell E. Butler, her husband and Kate E. Griffith, single and Hattie M. Taylor and Simpson Taylor, her husband, of the County of Douglas State of Kansas, parties of the first part, and the Bankers Life Insurance Company of Nebraska, party of the second part; Witnesseth, that said parties of the first part, in consideration of the sum of Seven Thousand and no/100 (\$7000.00) Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The Southwest Quarter of Section One in Township Fifteen South Range Nineteen East of the Sixth Principal Meridian, containing in all One Hundred Sixty Acres, according to Government Survey.

To have and to hold said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their martial and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby an absolute title to said premises in fee simple.

Provided always, and this instrument is executed and delivered upon the following conditions:

First, that said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Seven Thousand and no/100 (\$7,000.00) Dollars on the first day of August 1925 with interest thereon, payable semi annually, from August 1, 1920, according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$none, loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, it is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bonds or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

Fifth, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this mortgage may then be foreclosed and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment whether the mortgagee exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage, the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses, and may discharge all duties of a receiver.

Recorded Aug. 17, 1925
Jas E. Wellman.
Register of Deeds

(C. of Seal.)

In Presence of
B. A. Westfall
Witness

Know all men by these Presents: That we, The Bankers Life Insurance Company of Nebraska, the mortgagee within named do hereby acknowledge full payment in cash satisfaction of the debt secured by the foregoing mortgage and authorize the Register of Deeds of Douglas County, State of Kansas to discharge the same upon the date of this first day of August, A.D. 1925.

Bankers Life Ins. Co. of Neb. By: J. D. Nelson, Pres.

(Subscribed and sworn to before me on the Original Indenture)

He within named having been paid in full

of the money advanced on this Original Indenture.

Witness my hand and seal of office this 17th day of August, 1925.

J. J. Powers
Register of Deeds of Douglas County, Kansas