

with interest thereon from maturity until paid, at the rate of ten per cent, per annum, according to the tenor and effect of the twenty promissory notes of the said Charles A. McKinney and Rosa K. McKinney, his wife, of even date herewith.

In case of default for ten days in the payment of any of said notes, or any part thereof, when the same becomes due then all of said notes shall become due and payable immediately. The said parties of the first part, agrees to pay all taxes and special assessments of any kind assessed against or due upon said property, as they mature; which may be levied against said property, before delinquency, and upon a failure or neglect to do so, such taxes or assessments or any other liens on said property may be paid by said second party, and such payments with ten per cent interest from date thereof, may be collected from the said first parties and shall be secured by these presents. The foregoing conditions, all and singular, being performed according to their natural and legal import, this conveyance shall be void, otherwise, to be and remain in full force and effect.

Signed this twenty third day of August A.D. 1920.

Charles A. McKinney,
Rosa K. McKinney,

in the presence of

State of Kansas,)
Douglas County,) ss.

On this 23rd day of August A.D. 1920 before me, a Notary Public in and for said county, personally came Charles A. McKinney and Rosa K. McKinney, his wife, personally known to me to be the same person who executed the above instrument and they duly acknowledged said instrument, and the execution thereof to be their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

J. B. Ross,
Notary Public.

My commission expires March 26th 1921. (L.S.)

Recorded Sept. 30 1920, '
At 3:55 o'clock P.M.

Estelle Norchup
Register of Deeds,
Ferne Alora
Deputy.

MORTGAGE.

Ante This indenture made this 25th day of September A.D. 1920 by and between Columbus H. Clark and Alise Clark, his wife of the County of Douglas and State of Kansas, party of the first part, and The Travelers Insurance Company a corporation organized and existing under the laws of the State of Connecticut, party of the second part;

Witnesseth, that the said party of the first part, in consideration of the sum of Thirteen Thousand and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

property The North Half of Section Eleven (11) Township Twelve (12) Range Eighteen (18) East of the Sixth Principal Meridian and containing Three Hundred Twenty (320) Acres, more or less.

warranty 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 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 do hereby covenant and agree that at the delivery hereof, they are the lawful owner 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 the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Description of notes 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 (\$13,000.00) Thirteen Thousand and no/100 Dollars, with interest thereon from October 1st 1920 at the rate of six (6) per cent. per annum, payable on the first day of November and in each year, together with interest at the rate of ten per cent. per annum on any instalment 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 to the order of the said The Travelers Insurance Company, at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, then this mortgage to be void, otherwise to remain in full force and effect.

Covenants 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, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

Any Covenants 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 this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of

See Volume on Book 83 page 186