

Mortgage.

THIS INDENTURE, Made this 8th day of September A.D. 1920, between George L. Claar and Anna M. Claar, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE FARMERS & BANKERS LIFE INSURANCE COMPANY, of Wichita, Kansas, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars in hand paid by the second party the receipt whereof is hereby acknowledged have sold, and by these presents do-- grant, convey and confirm unto the said party of the second part, its successors and assigns forever, all of the following described real estate, lying and situate in the County of Douglas and State of Kansas, to-wit:

The $\frac{1}{2}$ of the Southwest fractional quarter of Section Thirty-one (31), Township Eleven (11), Range Eighteen (18), Containing fifty-nine (59) acres more or less: also a tract of land described as follows: Beginning at a point eighty-four (84) rods West of the Northeast corner of the fractional NW $\frac{1}{4}$ of Section Six (6), Township Twelve (12), Range Eighteen (18): thence West to the Northwest corner of said quarter section; thence South Thirty-five (35) rods more or less to the center of the public road running through the $\frac{1}{2}$ of said NW $\frac{1}{4}$ of Section Six (6) in a Northeasterly direction; thence following the center of said road in a northeasterly direction to a point twenty-eight and one half (28 $\frac{1}{2}$) rods South and Eighty-four (84) rods West of the Northeast corner of said NW $\frac{1}{4}$ of section Six (6); thence due North twenty-eight and one-half (28 $\frac{1}{2}$) rods to the point of beginning, containing twelve (12) acres more or less,

with appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do-- hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

PROVIDED ALWAYS, That these presents are upon the express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said party of the second part its successors or assigns, the sum of Two Thousand and No/100 Dollars with interest thereon at the time and in the manner specified in one certain promissory note... bearing date... September 8, A.D. 1920., executed by the parties of the first part, payable to the order of THE FARMERS & BANKERS LIFE INSURANCE COMPANY, at its office in Wichita, Kansas, in amount and due as follows: \$2000.00, dated September 8, 1920, due September 8, 1925, with interest from date at the rate of 6 $\frac{1}{2}$ % per annum, payable semi-annually, March 8th and September 8th of each year, with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, then in that case these presents and everything herein expressed shall be absolutely null and void. But on default in payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay insurance premiums or taxes falling due, or any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, if the holder of said note so elects, notice of such election being expressly waived, and this instrument shall be subject to foreclosure according to law. It is also agreed that the Mortgagors or their grantees shall furnish insurance policies in the sum of at least \$..... with usual mortgage loss clause attached, payable to second party or its assigns, and if said insurance is not at all times furnished, second party or its assigns, may procure the same, or if taxes are in default second party, or its assigns, may pay the same, and this mortgage shall stand as security for all sums paid for insurance or taxes, with ten per cent interest thereon. In case of foreclosure and sale the parties of the first part hereby waive.... the right of appraisal of the premises.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in the presence of
J.W. Kreider

George L. Claar (Seal)
Anna M. Claar (Seal)

State of Kansas, Douglas County, ss:

Be It Remembered, That on this 14 dat of September A.D. 1920 before me a Notary public in and for said County and State, came George L. Claar and Anna M. Claar, his wife, to me personally known to be the same persons who executed the within instrument 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 Jan. 8, 1922. (L.S.)
Recorded Nov 17th, 1920,
at 4:20 oclock P.M.

J.W. Kreider
Notary Public

.....Estelle D. Northrup.....
Register of Deeds

Recorded May 12th 1922
Copied to Public Office
The following is endorsed on the original instrument
The amount secured by this mortgage has been paid in full.
and the same is hereby canceled. This with date of April 1922.
attest: E. B. French
Chas. H. Brown & Co. Insurance Company
By W. H. Connelley President