

MORTGAGE.

This indenture, Made this 15th day of February A.D. 1921 by and between Samuel R. Allen and Mattie L. Allen, 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 Three 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:

The East One Hundred Fourteen (114) Acres of the Southwest fractional Quarter of Section Twenty three (23) Township Thirteen (13) Range Twenty (20); and part of the Northwest fractional Quarter of said Section Twenty three (23), described as follows: Beginning at the southeast corner of said Quarter Section, thence thirty five (35) chains to the West line of the Shawnee Indian Reservation, thence North on said line Thirty (30) feet to the center of County Road, thence in an Easterly direction, following the center of said County Road to a point in the East line of said Quarter Section, Thirty (30) feet North of the south east corner thereof, thence South Thirty (30) feet to the place of beginning: All east of the Sixth Principal Meridian and containing in the aggregate One Hundred Nineteen (119) acres, more or less.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto 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 indefensible 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.

Provided, however, that if the said party of the first part shall pay, of cause to be paid, to the said party of the second part, its successors or assigns the principal sum of (\$3000.00) Three Thousand and no/100 Dollars, with interest thereon from February 15th 1921 at the rate of six and one half (6½) per cent. per annum, payable on the first day of August and February 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.

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.

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 waste on said premises; to keep the buildings thereon in good repair and insured to the amount of \$.... 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 assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default the said party of the second part its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure

The following is entered on original instrument.

Enclosed in M. Book 12 Page 58

Names

Parties

Property

Security

Description of Note

Covenants

Insurance

Default

Non-Default

See

Re

See

See

The following is entered on the original instrument.

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled. This eighth day of February 1923. The Travelers Insurance Company (Corp. Seal)

Recorded Feb. 13 1923