My commission expires April 10, 1921, Recorded Feb. 23, 1921, At 11:40 o'clock A.M. HOFTCAGE. 3 Q. second part; Douglas and State of Kansas, to wit: 01 t Eighteen (18). Ban title in fee to said premises. upon the following conditions, to wit: far cecuto ð 39 65 Page Book 20 9 acaginonent 6 la reh C Recorded the property. tar !

Deate of Mansas, ) Douglas County, )ss. Be it remembered, that on this liday of Feby 1921 before me, S. A. Wood Be it remembered, that on this liday of Feby 1921 before me, S. A. Wood A Notary Public in and for said County and State, came Clars Beach to me personally knwon to be the same person who executed the foregoing instrument of writing, 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. S. A. Wood, Notary Public.

Estelle Merchante,

Teputy.

Ficondependencial

64

This indenture, made this 21st day of February in the year of our Lord one thousand nind hundred and twenty one by and between G. M. Vance and Lillian M. Vance (his wife) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a Corporation, party of the

second part; Witnesseth, that the said parties of the first part, for and in consideration of the sum of Four thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, seli convey and confirm into said party of the second part, and to its successors and assigns, forever, all of the following-described real estate, lying and situated in the County of

The southwest quarter of section two (2) Township fifteen (15), range

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, and every contingent right or estate therein, unto the said party of the second part, and to its successors and assigns forever. And the said they are the lawful owners of the premises above granted, and seized of a good and indereasible 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 said party of the second part, its successors and assigns, forever, against the lawful chims of all persons whomsoever; the intention being to convey an absolute

title in free to said premises. Provided, always, and this instrument is made, executed and delivered

First. Said grantors are justly indebted unto the said party of the Becond part in the principal sum of Four thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note No. 2964 executed and delivered by their said grantors bearing date Feby 21, 1921, payable to the order of The State Savings Bank, Topeka, Kansas, Jamary 1st, 1926, after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of Seven per cent per annum, payable semi-annually, on the first days of July and January in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kansas, at its office in Topeka, Kansas.

Topeka, kansas, at its office in topeka, kansas, Second. Said first parties agree that in addition to securing the other sums mentioned herein, that this mortgage shall also stand as security for any and all additional sums up to one hundred dollars that may be loaned or advanced to first parties by second party; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time, and for the same specified causes, be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure. Third. That the purties of the first part agree to keep all fences,

Third. That the parties of the first part agree to keep all they are at buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises continually insured against fire to the amount of Five hundred Collars, and against tornado to the amount of five hundred Collars, in Insurance Companies acceptable to, and with policies payable to said second party; to procure, assign and immediately deliver to said second party, with satisfactory mortgage clauses, such insurance policies and to pay all insurance premiums when due. In ease of loss second party may collect the insurance moneys or may require first parties to make such collection. The insurance moneys shall be applied either on the indebtedness hereby secured or in rebuilding, as the second party may elect. Should a renewal policy not be delivered to second party immediately upon expiration of the former pelicy, said second party may insure

Fourth. Said parties of the first part agree to pay immediately when due, and before penalty for non-payment attaches thereto, all taxes and assessments