

State of North Dakota,)
County of Towner,) ss.

Re it remembered, that on this 23 day of February A.D. 1921 before me, the undersigned a Notary Public in and for said county and state, came Ethel E. Hall, a single woman to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

My commission expires Feby 24, 1922.

(L.S.)

W. I. Troutman,
Notary Pub. To. Co. N. Dak.

Recorded March 21, 1921,
At 4:55 o'clock P.M.

Edwin Northrup,
Register of Deeds,
Ferny Stone,
Deputy.

MORTGAGE.

This indenture, Made this 16th day of February in the year of our Lord one thousand nine hundred and twenty one by and between Rachel E. Hall, single, Ethel E. Hall, single, Adell M. King and M. L. King her husband, 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 Fifteen hundred 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, sell, convey and confirm unto 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 Douglas and State of Kansas, to wit:

The Northeast quarter of section eleven (11); and the north fifty (50) acres of the East half of the southeast quarter of said section eleven (11) all in township fifteen (15) range nineteen (19) east of the sixth principal meridian.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto 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 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, 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 claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said grantors are justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred 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 grantor and payable according to the tenor and effect of their certain Second Mortgage Real Estate Note No. 2962 executed and delivered by the said grantors bearing date Feby 18 1921 payable to the order of The State State Savings Bank, Topeka, Kansas, in installments as follows: \$500.00 January 1, 1922, and \$500.00 January 1, 1923, and \$500.00 January 1, 1924, after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of eight 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 six coupons attached to said principal note, and of even date herewith, and payable to the order of said The State Savings Bank, 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 said 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 parties of the first part agree to keep all fences, 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 Two thousand Dollars, and against tornado to the amount of Two thousand Dollars, 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 case 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 policy, said second party may insure the property.

Fourth. Said parties of the first part agree to pay immediately when due, and before penalty for nonpayment attaches thereto, all taxes and assessments, general or special, which may be assessed or levied in the State of Kansas, under any law now existing or hereinafter enacted, upon the said land, premises or property, or upon the interest of the holder of this mortgage therein, whether such holder be a resident or a non-resident of the State of Kansas. Upon the violation of the foregoing undertaking in any particular, or upon the passage by the State of Kansas of any law imposing payment of the whole or any portion of the aforesaid taxes upon the party of the second part herein or any subsequent holder

This offering is entered on the original instrument. The amount secured by this mortgage is shown in full, and the same is hereby acknowledged this day of Dec. 1922.
The State Savings Bank, Topeka, Kansas.
(By) Wm. McGehee
(Corp. Seal)

Dec. 29th 1922

Edwin Northrup, Register of Deeds.