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## NOPTGACE.

This indenture, Made this 24th day of September in the year of our Lord one thousand nine hundred and twenty one, between Clyde C. Balch, and Ruby P. Balch, his wife of Wellsville in the County of Douglas and State of Kansas of the first part and The Wellsville Bank party of the second part:

. Witnesseth, that the said party of the first part, in consideration of the sum of \$2,500.00 Twenty Five Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the sold parties of the second part their heirs and assigns, forever, all that tract of land situated in the County of Douglas and State of Kansas described as follows, to wit:

The South Half of the southwest quarter of Section Sixteen (16),

Township Fifteen (15), Range Twenty One (21). with the 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 owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances excepting one certain mortgage to the Prudential Life Insurance Company for the amount of .....

This grant is intended as a mortgage to secure the payment of the sum of \$2,500,00 Twenty Five Hundred Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the 24th day of September 1922, to the order of said second parties their heirs or a assigns.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereor, or interest thereon, or if the taxes on said land are not paid when the same become due and pay-able, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable, at the option of the holder hereof, and it shall be lawful for the said parties of the second part their executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to the said first parties or their heirs and assigns.

In witness whereof, the said parties of the first part have hersunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of

Clyde C. Falch. (Seal) Ruby P. Balch. (Seal)

lev Northruk ster of Deeds, Firme Flore.

Deputy.

Notary Public.

State of Kansas, 185.

Franklin County, Be it remembered, that on this 24th day of September A.D. 1921, before me, a Notary Public in and for said County and State, came Clyde C. Balch and Ruby Balch, his wife to me personally known to be the same persons who executed the fore going 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. (no seal)

Commission expires Feb. 12, 1925.

Recorded Dec. 20, 1921, .

At 9:10 o'clock A.H.

## MORTGAGE.

This indenture, made the 13th day of December A.D. 1921, between Harold Olson and Pauline Olson, husband and wife of the County of Jackson and State of Missouri, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation under the laws of New Jersey, located at Newark, Essex County, New

Jersey, party of the second part, Witnesseth, that the said party of the first part, in consideration of the sum of Five Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to wit:

The southwest quarter of section ten (1C), in Township Fifteen (15),

of Range Twenty-one (21), containing One Hundred Sixty (160) acres. As additional and collateral security for the payment of the note here-inafter described and all sums to become due under this mortgage, said party of the first part hereby assign to said party of the second part, its successors and assign 5 all the rents, profits, revenues, royalties, rights and benefits accruing to said party of the first part under all oil and gas leases on said premises, with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon