

above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances excepting a mortgage to the Lawrence National Bank for \$10,000. This grant is intended as a mortgage to secure the payment of the sum of Twenty five hundred Dollars, according to the terms of one certain note this day executed by the said first parties to the said party of the second part The Lawrence National Bank and this conveyance shall be void if such payments be made as herein specified. But in default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its successors and assigns, at any time thereafter to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said first parties heirs and assigns.

In witness whereof, the said parties of the first part have hereunto set their hand and seal the day and year first above written.

Signed, sealed and delivered
in presence of

Stella H. Stubbs, (Seal)
W. R. Stubbs, (Seal)

State of Kansas,)
Douglas County,) ss.

Be it remembered, that on this 20 day of December A.D. 1921 before me Geo. W. Kuhne a Notary Public in and for said County and State, came Stella H. Stubbs and W. R. Stubbs her husband to me personally known to be the same persons 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.

My commission expires Jan. 25, 1922.

(L.S.)

Geo. W. Kuhne,
Notary Public.

Recorded Dec. 23, 1921,
At 9:40 o'clock A.M.

Stella H. Stubbs
Register of Deeds,
Wm. R. Stubbs
Deputy.

MORTGAGE.

This Indenture, made the 22nd day of December A.D. 1921, between Elmer E. Myers and Matilda Myers, husband and wife, of the County of Douglas and State of Kansas, 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 Three Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby by 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 West half of the Northwest fractional quarter of Section Four (4), in Township Twelve (12), of Range Eighteen (18), except the following tract used as a part of cemetery; Beginning at a point twenty (20) feet West of a point sixty seven (67) rods North of the Southwest corner of the East half of the northwest quarter of Section Four (4), in township Twelve (12), of Range Eighteen (18), thence West one (1) rod, thence North twenty-six (26) rods, thence East one (1) rod, thence South along West line of County road twenty-six (26) rods to beginning. Containing seventy-seven and one-half (77½) acres.

As additional and collateral security for the payment of the note hereinafter 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 assigns, 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 said premises a binding receipt for any payments made under the terms of said lease or leases and to demand, sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

To have and to hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead 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 hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$3000.) Three Thousand Dollars, on the first day of January A.D. 1927, with interest thereon at the rate of six per cent. per annum, payable on the first day of January and July in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when 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 at the office of The Mutual Benefit Life Insurance

(The following is endorsed on the original instrument)

The Mutual Benefit Life Insurance Company, the mortgagee herein named above, hereby acknowledges full payment of the debt secured by the foregoing mortgage and assigns, the Register of Deeds of Douglas County, Kansas, to discharge this mortgage. It is signed by the vice president and the corporate seal to be affixed this third day of January, A.D. 1927.

Register of Deeds

Wm. R. Stubbs

1921

Recorded Mar 3