

State of Kansas,)
County of Douglas, ss.

Be it remembered, that on this 24th day of February 1922, before me, a Notary Public in and for said County and State, came D. F. Heaston 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 the day and year last above written.

My commission expires Oct. 18, 1924. (L.S.)

I. C. Stevenson,
Notary Public.

Recorded Feb. 27, 1922,
At 4:50 o'clock P.M.

Estelle Northrup,
Register of deeds,

Terrie Buckner,
Deputy.

MORTGAGE.

This indenture made February 2, 1922 by and between Flora M. Combs, contracting in her own right, and Rollie D. Combs, her husband of the County of Cowley State of Kansas, parties of the first part, and the Bankers Life Insurance company of Nebraska, party of the second part:

Witnesseth, that said parties of the first part, in consideration of the sum of Nine thousand Dollars, paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby sell and convey unto the said second party, its successors or assigns, the following described real estate, situated in the county of Douglas and State of Kansas, to wit:

The West fractional part of the southwest quarter of Section two (2) lying West of the West boundary line of the Shawnee Indian Reservation, and, the Southeast quarter of section three (3), except right of way of the Kansas City, Topeka and Western railroad. all in township thirteen (13) South, Range twenty (20) East of the sixth Principal Meridian containing in all One hundred seventy two and 81/100 acres, according to Government survey.

To have and to hold said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns, forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons, and the said parties of the first part hereby relinquish all their marital and homestead rights, and all other contingent interests in said premises the intention being to convey hereby an absolute title to said premises in fee simple.

Provided always, and this instrument is executed and delivered upon the following conditions:

First, that said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Nine thousand (\$9,000.00) Dollars on the first day of March, 1932 with interest thereon, payable semi-annually, from March 1, 1922, according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of the Bankers Life Insurance Company of Nebraska, and bearing even date herewith.

Second, in consideration of the rate of interest at which the loan hereby secured is made, said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third, parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party, its successors, or assigns, insurance policies on the buildings thereon, in companies to be approved by the second party, its successors or assigns, for not less than \$ none, loss payable to the second party, its successors or assigns, as their interests may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, it is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns, (whether electing to declare the whole mortgage due and collectible or not) may effect and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against

The following is returned on the original instrument:
 Received all money to this date. The Bankers Life Insurance Company
 of Nebraska, the party of the second part, in consideration of the sum of
 nine thousand dollars, paid by the said party of the second part, the receipt
 whereof is hereby acknowledged, do hereby sell and convey unto the said
 second party, its successors or assigns, the following described real estate,
 situated in the county of Douglas and State of Kansas, to wit:
 The West fractional part of the southwest quarter of Section two (2)
 lying West of the West boundary line of the Shawnee Indian Reservation,
 and, the Southeast quarter of section three (3), except right of way of
 the Kansas City, Topeka and Western railroad. all in township thirteen
 (13) South, Range twenty (20) East of the sixth Principal Meridian
 containing in all One hundred seventy two and 81/100 acres, according
 to Government survey.
 To have and to hold said premises with all appurtenances thereunto
 belonging, unto the said party of the second part, its successors or
 assigns, forever. The said parties of the first part covenant with the
 party of the second part, that said parties of the first part are
 lawfully seized in fee simple of said premises; that they have good
 right to sell and convey said premises; that said premises are free
 and clear from all liens and encumbrances; and that they will
 warrant and defend the title to the said premises unto the said party
 of the second part, and unto its successors or assigns forever, against
 the claims of all persons, and the said parties of the first part
 hereby relinquish all their marital and homestead rights, and all
 other contingent interests in said premises the intention being to
 convey hereby an absolute title to said premises in fee simple.
 Provided always, and this instrument is executed and delivered upon
 the following conditions:
 First, that said parties of the first part shall pay, or cause to be
 paid to the party of the second part, its successors or assigns, Nine
 thousand (\$9,000.00) Dollars on the first day of March, 1932 with
 interest thereon, payable semi-annually, from March 1, 1922, according
 to the terms of one promissory bond or note with interest notes
 attached, signed by said parties of the first part, payable to the
 order of the Bankers Life Insurance Company of Nebraska, and bearing
 even date herewith.
 Second, in consideration of the rate of interest at which the loan
 hereby secured is made, said parties of the first part expressly agree
 to pay any and all taxes and assessments which may be levied or
 assessed under the laws of the State of Kansas against said bond or
 notes hereby secured, or the mortgage securing the same, or against
 the owner of said bond or notes and mortgage on account of the debt
 hereby secured. If, however, such taxes and assessments added to the
 interest shall exceed ten per cent per annum upon such principal,
 then the mortgagors herein shall pay only so much of such taxes and
 assessments as, added to the interest herein and in said note
 contracted, shall equal ten per cent on the principal of the debt
 hereby created and secured.
 Third, parties of the first part agree to pay all taxes and special
 assessments levied or assessed against or due upon said real estate
 before delinquency and procure, maintain and deliver to said second
 party, its successors, or assigns, insurance policies on the buildings
 thereon, in companies to be approved by the second party, its
 successors or assigns, for not less than \$ none, loss payable to
 the second party, its successors or assigns, as their interests may
 appear; and shall keep the buildings and other improvements in good
 repair and condition.
 Fourth, it is understood and agreed that if said insurance is not
 promptly effected, or if the taxes or special assessments levied or
 assessed against said real estate or against said bond or notes
 hereby secured or the mortgage securing the same shall not be paid
 before delinquency, said second party, its successors or assigns,
 (whether electing to declare the whole mortgage due and collectible
 or not) may effect and pay for said insurance, and may pay said
 taxes and special assessments, and all such payments, with interest
 thereon at ten per cent per annum, from the time of payment,
 shall be a lien against

Recorded - Sept. 18 - 1922
 J. E. Williamson,
Register of Deeds