

Recorded Sept. 26 1927

Register of Deeds

The following is endorsed on the original instrument

Carroll Seal

In presence of
J. R. Winters

Know all men by these presents that the undersigned, Charles W. Wineinger and Laura Wineinger, his wife, of the County of Douglas State of Kansas, parties of the first part, and the BANKERS LIFE INSURANCE COMPANY OF NEBRASKA, party of the second part, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears in the files of the Register of Deeds of the County of Douglas State of Kansas, this 16th day of September 1927.

Kansas Real Estate First Mortgage.

This Indenture Made September 18, 1922 by and between Charles W. Wineinger and Laura Wineinger, his wife of the County of Douglas 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 Twentythree hundred.....(\$2300.00) 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 South Thirtyeight acres of the East half of the Southwest quarter and the South Fortyfive acres of the West half of the Southwest quarter except about six acres described as follows:

Beginning at a point Seventy feet East of the Northwest corner of the South Fortyfive acres of the West half of Southwest quarter, thence East five hundred eighty feet, thence South three hundred ninetyfive feet, thence west six hundred fifty feet, thence North three hundred sixtyfive feet to the right of Way of the Atchison, Topeka And Santa Fe Railroad, thence in a Northeasterly direction along said right of way to place of beginning, of Section Four (4) in Township Fifteen (15) South, Range Twenty (20) East of the Sixth Principal Meridian, containing in all Seventyseven (77) 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, Twentythree hundred (\$2300.00) DOLLARS on the first day of October 1927 with interest thereon, payable semi-annually, from October 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 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 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 said premises and secured hereby,

FIFTH, It is further agreed that if default be made in the payment of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being the essence of this contract, then this mortgage, and all sums of money secured hereby, less the interest for the unexpired time, shall, at the option of the second party, its successors or assigns, become at once due and payable, without further notice, and this