

anteen, before me the undersigned a Notary Public in and for the County and State aforesaid, came Jos. L. Topham Jr. who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I now hereunto set my hand and affix my seal the day and year last above written. Commission expires the 31st day of May 1917. A.D.

(L. S.)

Lee Urese

Notary Public

Recorded Feb. 24, 1923

At 9:35 O'clock A.M.

Joe E. McMillan
Register of Deeds
Deputy

M O R T G A G E

THIS INDENTURE Made this 20th day of February A.D. 1923 and between Charles H. Eberhart and Mary M. Eberhart, his wife of the County of Douglas and State of Kansas, party of the first part, and The Travelers Insurance Company a corporation organized and existing under the laws of the State of Connecticut, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Four Thousand And no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

The Northeast Quarter of Section Twenty Six (26) Township Twelve (12) Range Seventeen (17) East of the sixth Principal Meridian and containing One Hundred Sixty (160) Acres more or less.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption 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 said party 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, 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 (\$4000.00) Four Thousand and no/100 Dollars, with interest thereon from February 26th 1923 at the rate of five (5) per cent per annum, payable on the first day of March and ---- in each year, together with interest at the rate of ten per cent per annum on any instalment of interest which shall not have been paid when due, and on said principal sum after the same becomes 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 to the order of the said The Travelers Insurance Company, at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained, - then this mortgage to be void, otherwise to remain in full force and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid the principal sum and interest above specified, in manner aforesaid, together with all costs, expenses, and charges, other than attorneys fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

AND the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises to keep the buildings thereon in good repair and insured to the amount of \$----- in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said building and the renewals thereof, and in case of failure to do so the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter dur-

Kansas
Parties

Recorded April 25 1923

Property

County

Section

Range

Township

Meridian

Acres

Value

Insurance

Repairs

Assessments

Taxes

Interest

Principal