to the place of beginning, in Section Thirty Four (34); all in Township Thirteen (13) Range Twenty One (21) East of the Sixth Principal Meridian and containing One Hundred Ten (110) Acres, more or less

250

record

4e Com Jone. Y

de.

acknewledge

Ces.

· Che

Decde of Pag

3 theel

the

12 miles

caused

a.D. the

and alution

3950

concerned

"Percel

12 Su

Sector 2

23

6

te

2 300

Vice

all'

-00-

Ser.

The.

2

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywige 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 the 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.

1

1

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 (\$5500.00) Fifty Five Hundred and No/100 Dollars with interest thereon from June 1st, 1923 at the rate of five (5) 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 instalment of interest which shall not have been paid when due, and on said principal sum after the same becomes due and 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 attorney's 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