

paid by said second party and such payments with ten per cent interest from date thereof, may be collected from the said first parties and shall be secured by these presents. The foregoing conditions, all and singular, being performed according to their natural and legal import, this conveyance shall be void, otherwise to be and remain in full force and effect.

Signed this twenty fifth day of August 1924.

Walter L. Dyer  
Ruth Dyer

In the presence of

State of Kansas ss.  
Douglas County.

On this 30th day of August A.D. 1924 before me, a Notary Public in and for said county, personally came Walter L. Dyer and Ruth Dyer his wife personally known to me to be the same persons who executed the above instrument and they duly acknowledged said instrument and the execution thereof to be their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.

E.J. Hilkey  
Notary Public

L.S.  
My Commission expires September 15th 1926.

From Walter L. Dyer et al.  
To Banker Life Ins. Co.

MORTGAGE.

State of Kansas Douglas County, ss.  
This instrument was filed for record on the  
30 day of Aug. A.D. 1924. At 4:35 P.M.

*Wm. E. Hillman*  
Register of Deeds.

*Wm. E. Hillman* Deputy

This Indenture made August 25, 1924 by and between Walter L. Dyer and Ruth Dyer his wife of the county of Douglas and 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 Seventy five Hundred (\$7,500.00) 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 north west quarter of section sixteen in township fifteen (15) south range nineteen (19) East of the sixth principal meridian, containing all One hundred Sixty (160) 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 and 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, Seventy five hundred (\$7,500.00) Dollars on the first day of September 1924 with interest thereon payable semi-annually from September 1, 1924 according to the terms of one promissory bond or note with interest note 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 mortgage herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note, 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, 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, with clauses to be approved by the second party, its successor 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 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 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, 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 due and payable without further notice, and this mortgage may then be foreclosed, and the mortgaged premises sold in one body. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an action is commenced to foreclose this mortgage the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged premises appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and exp-

Recorded June 15, 1925  
Walter L. Dyer and  
Ruth Dyer  
Bankers Life Insurance Co.

The following is a list of the names of the parties to the mortgage and the names of the witnesses to the mortgage. The names of the parties to the mortgage are Walter L. Dyer and Ruth Dyer. The names of the witnesses to the mortgage are E.J. Hilkey and Wm. E. Hillman. The names of the parties to the mortgage are Walter L. Dyer and Ruth Dyer. The names of the witnesses to the mortgage are E.J. Hilkey and Wm. E. Hillman.