

[illegible]

me to be the same person who executed the above and foregoing instrument of writing as such Guardian, and
 _____ that he executed the same for the purposes therein specified.

In Witness Whereof, I have hereto signed my name and affixed my notarial seal on this the day and year first above written.

John C. Emick.

L. S.
My Commission expires ;
January 13, 1928

John C. Enick.
Notary Public.

The above and foregoing Mortgage and the promissory note which it secures have this day been submitted to and examined by the Probate Court of Douglas County, Kansas, and being in conformity with the order of this Court of August 30th, 1924 made in the matter of the Estate of Helen Marie Skilton Vivian Maud Skilton and Sanford Albert Skilton, minors, the same are approved.

Dated at Lawrence, Kansas, September 2nd, A.D. 1924.

L. H/ Menger.
Probate Judge.

L. S.

From _____ MORTGAGE _____ State of Kansas, Douglas County, ss.
Alfred H. Steele et al. This instrument was filed for record on the
4th day of ~~Aug~~ A.D. 1924. At 2:00 P.M.
To Bankers Life Ins. Co. Isa E. Williams
Register of Deeds
BY Isa E. Williams Deputy

KANHAS REAL ESTATE FIRST MORTGAGE.

This Indenture, Made August 25, 1924 by and between Alfred H. Steele and Annie W. Steele 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:

Insurance Company of Nebraska, party of the second part;

Witnesseth, That said parties of the first part in consideration of the sum of Two Thousand (\$2,000.00) 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 half of the northeast quarter of section three (3) in Township fifteen (15) Range twenty (20) East of the sixth principal Meridian, containing in all eighty (80) 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, Two Thousand (\$2,000.00) Dollars on the first day of September 1923 with interest thereon payable semi-annually, from September 1, 1924 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 compliance 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 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 by 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 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 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