

personally appeared Leland Clare Kerns and Lou Kerns, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal the day and year last above written.
My Commission expires July 8, 1928.

L.S.

G. J. Shaffer.
Notary Public.

State of Montana, County of Toole, ss;
On this 25th day of November, A.D. 1924, before me a Notary Public, in and for said County, personally appeared Gale Henry Kerns the Husband of Ruth Kerns, to me known to be the person named in and who executed the foregoing instrument and acknowledged that he executed the same as his voluntary act and deed.

Witness my hand and official seal the day and year last above written.
My Commission expires June 8, 1926.

L.S.

G. C. Hoyt.
Notary Public.

State of Montana, County of Blaine, ss;
On this 26th day of November, A.D. 1924, before me a Notary Public in and for said County, personally appeared Ruth Kerns wife of Gale Henry Kerns, to me known to be the person named in and who executed the foregoing instrument and acknowledged that she executed the same as her voluntary act and deed.

Witness my hand and official seal the day and year last above written.
My Commission expires June 4, 1926.

L.S.

O. E. Silvey.
Notary Public.
Notary Public for the State of Montana
Residing at Chinook, Montana.
My Commission expires June 4th, 1926.

MORTGAGE

From

John Leo Dyer et ux

To

Union Central Life Insurance Co.

State of Kansas, Douglas Co. ss;
This instrument was filed for record on
the 9th day of Jan. 1925 at 9:50 AM.

Lea E. Wellman
Register of Deeds
Joe Wellman Deputy.

This Indenture Made and executed this Fifth day of January 1925 by John Leo Dyer and Nettie M. Dyer, husband and wife, --of Douglas County Kansas, parties of the first part, and ---
---The Union Central Life Insurance Company of Cincinnati, Ohio, party of the second part:
Witnesseth, That the said parties for and in consideration of the sum of --- Four Thousand (\$4000.00) Dollars --- paid by the said second party, the receipt of which is hereby acknowledged, Mortgage and Warrant unto the said second party, its successors and assigns, forever, the certain tract or parcel of real estate situated in Douglas County, Kansas, described as follows, to-wit:

The north half of the southeast quarter of section sixteen (16), Township fifteen (15) Range nineteen (19) East of the sixth principal Meridian, containing eighty (80) acres, more or less.

To secure the payment of a debt evidenced by certain promissory note of even date herewith signed by John Leo Dyer and Nettie M. Dyer of said first parties, payable to the said second party, at its home office in Cincinnati, Ohio, more fully described as follows:

One principal note for the sum of Four Thousand Dollars, and being for the principal sum loaned, payable on December 1, 1935 (or 12 partial payments prior to maturity, in accordance with the stipulation therein) with interest at the rate therein specified and evidenced by interest notes. The said first parties hereby covenant and agree with the said second party, its successors and assigns as follows:

First, To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate; and if not paid, the holder of this mortgage may pay such taxes, liens or assessments, and be entitled to interest on the same at the rate of ten per cent per annum and this mortgage shall stand as security therefor.

Second, To keep all buildings, fences and other improvements on said real estate in as good repair and condition as the same are in at this date, and shall permit no waste, and especially no cutting of timber except for making and repairing fences on the place, and such as shall be necessary for firewood for the use of the grantor's family.

Third, To keep at the option of the said second party, the buildings on said premises insured in some standard joint stock fire insurance company, approved by the said second party, for the insurable value thereof, with said second party's usual form of assignment attached, making said insurance payable in case of loss to the said second party or assigns, and deliver the policy and renewal receipts to said second party. In case of failure to keep said buildings so insured, and to deliver the policy or renewal receipts as agreed, the holder of this mortgage may effect such insurance, and the amount so paid with interest at ten per cent per annum shall, immediately due and payable, and shall be secured by this mortgage.

Fourth, If the maker or makers of said notes shall fail to pay any of said notes, when the same become due; or any notes given in renewal of the notes herein; or any notes given as evidence of interest on any extension of the time of payment of the debt herein secured, when the same shall be due; or there is a failure to conform to or comply with any of the foregoing covenants or agreements; the whole sum of money herein secured shall thereupon become due and payable at the option of the said second party without notice, and this mortgage may be foreclosed, interest on the debt secured hereby shall be ten per cent per annum after maturity by default, or otherwise until paid.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void, and shall be released by the said second party (and in case of failure of the said second party to release this mortgage, all claim for statutory penalty or damages is hereby released,) at the cost and expense of the said first parties, otherwise to remain in full force and virtue.

In Testimony Whereof, The said first parties have hereunto set their hands the day and year first above written.

John Leo Dyer. (SEAL)
Nettie M. Dyer. (SEAL)

J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas.

do hereby certify that a full and correct copy of the foregoing instrument was filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 9th day of Jan. 1925 at 9:50 AM.

Witness my hand this 25th day of Dec. 1924 at Topeka, Kansas.

John Callahan
Clerk District Court.

FRONT