

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; and 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 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 Seven Thousand (\$7000.00) Dollars on the first day of August 1935 with interest thereon payable semi annually from August 1, 1926 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 companies to be approved by the second party, its successors or assigns, for not less than \$ none 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 is said insurance is not promptly effected, or if the taxes or special assessments levied 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 or 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 mortgages 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 mortgagee 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 mortgage property 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 expenses and may discharge all duties of a receiver.

Seventh, And it is further agreed and declared that this mortgage and the bond or note and coupons secured hereby, are made under and are to be construed by the laws of the State of Kansas. The foregoing conditions being fully performed, this conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hands.

Signed in the presence of

Simpson Taylor.
Hattie M. Taylor.
Russell E. Butler
Frances V. Butler
Kate E. Griffith.

State of Kansas,)
County of Douglas, SS.

On this 30th day of July 1926 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said County and State personally came Simpson Taylor and Hattie M. Simpson his wife, to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

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

L.S.
My Commission expires Oct. 31, 1928.

Beryl A. Mitchell
Notary Public.

State of Minnesota,)
County of Winona, SS,

On this 28th day of July 1926, before me the undersigned, a Notary Public duly commissioned and qualified for and residing in said county and State personally came Frances V. Butler and Russell E. Butler her husband, to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

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

L.S.
My Commission expires July 22d, 1931.
H.O. Lester, Notary Public, Winona Co. Minn.

H.O. Lester.
Notary Public.

*The following is ordered on the original instrument
Knoled 11th Nov 26, 1926, Simpson Taylor, Hattie M. Taylor, Russell E. Butler, Frances V. Butler, Kate E. Griffith, all of Douglas County, State of Kansas,
and satisfaction of the debt secured by the foregoing mortgage and 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.
In presence of Beryl A. Mitchell, Notary Public, Douglas County, Kansas.*

*Notary Public
was written
on the original
mortgage
and interest
notes
attached
to the
original
instrument
on 11th Nov 26, 1926.
Beryl A. Mitchell
Notary Public
Douglas County, Kansas*

Notary Seal

Notary Seal

FRONT