

MORTGAGE RECORD 75

From
Nat'l. Reserve Life Ins. Co.
To
Mary E. Gihler

RELEASE.

State of Kansas, Douglas Co. ss
Filed for record July 9, 1927.
At 2:00 P.M.

Geo. E. Wellman
Register of Deeds

Know All Men By these Presents, That the debt secured by Mortgage upon the following described real property, situated in Douglas County, in the State of Kansas, to-wit:
The west half ($\frac{1}{2}$) of the southwest quarter ($\frac{1}{4}$) of section twenty two (22) Township thirteen (13) south range nineteen (19) east.
wherein Mary E. Gihler, (a widow) is grantors, and Watkins National Bank and assigned to The National Reserve Life Insurance Co. is grantees, and dated May 23rd 1927 which is recorded in Volume 59 page 452 in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied, in consideration of which said Mortgage is hereby released.

corp. seal

The National Reserve Life Ins. Co.

By-I.G. Hayter-Secy Treas.

State of Kansas |
Shawnee County | ss

Be it remembered, That on this 7th day of July A.D. 1927 before me the undersigned a Notary Public in and for the county and State aforesaid came I.G. Hayter who is personally known to me to be the same person who executed the within instrument of writing and such person has duly acknowledged the execution of the same as the act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Margaret A. Lacey--Notary Public

LS

Commission expires Aug. 16, 1930.

From
E.F. Hyland et al
To
Bankers Life Ins. Co

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record July 13, 1927.
At 10:00 A.M.

Geo. E. Wellman
Register of Deeds *Bulger*

This Indenture Made July 1, 1927 by and between Edward F. Hyland and Nellie Hyland 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:

Witnesseth, That said parties of the first part in consideration of the sum of Five Thousand (\$5,000.00) 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 west half of the Northwest quarter; the southeast quarter of the Northwest quarter; and the southwest quarter of the northeast quarter. of section three (3) in Township Fifteen (15) South Range nineteen (19) East of the Sixth Principal Meridian, containing in 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 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, Five Thousand (\$5,000.00) Dollars on the first day of July, 1932 with interest thereon, payable semi-annually, from July 1, 1927 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 mortgagee 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 \$1,000.00, 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 of 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