

IN WITNESS WHEREOF, the said Lincoln Trust Company has caused its corporate seal to be affixed hereto and these presents to be signed, acknowledged and delivered by its President, this 2nd day of May 1930.

WITNESS

H. B. Sawyer

Corp. Seal.

LINCOLN TRUST COMPANY
By C. C. Carlson
President

THE STATE OF NEBRASKA,
LANCASTER COUNTY, SS.

On this 2nd day of May 1930 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came C. C. Carlson President of Lincoln Trust Company, to me personally known to be the President of the said Lincoln Trust Company, and the identical person whose name is affixed to the above instrument, and he acknowledged the execution of said instrument to be his voluntary act and deed as such officer and the voluntary act and deed of the said Lincoln Trust Company.

WITNESS my hand and Notarial Seal the day and year above written.

Legal Seal

H. B. Sawyer Notary Public

My commission expires Jan. 13, 1933

Recorded May 15, 1930 A. D. at 8:30 A. M.

E. C. Carlson Register of Deeds

MORTGAGE

THIS INDENTURE, Made the thirtieth day of April A. D. 1930 between Roger E. Stanley and Katherine Stanley, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part, WITNESSETH, That the said parties of the first part, in consideration of Ten Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to wit: The northwest fractional quarter of section three, in township fourteen south, of range twenty-one east, containing one hundred fifty-six and twenty-two one-hundredths acres, more or less, and the north half of the southwest quarter of said section. Also the south half of the southwest quarter of section of the southwest quarter of section three, in township thirteen south, of range twenty-one east. The lands hereby mortgaged contain, thirty-four in township thirteen south, of range twenty-one east. The lands hereby mortgaged contain, in the aggregate, three hundred sixteen and twenty-two one-hundredths acres, more or less, subject to public easement for highways as now located. Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

TO HAVE AND TO HOLD the same to the said party of the second part, its successors and assigns, forever.

And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever.

CONDITIONED, HOWEVER, That if Roger E. Stanley, one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee Wisconsin, the sum of Ten Thousand Dollars with interest according to the terms of a promissory note bearing even date herewith executed by Roger E. Stanley, one of said parties of the first part to the said party of the second part; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and so long as any part of the debt hereby secured remains unpaid, shall keep the buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said party of the second part, its successors or assigns to the amount of not less than Seven thousand dollars and against tornadoes to the amount of not less than Seven thousand dollars, (provided however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition) with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited, or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and

Reg. No. 823

1930
The undersigned, a Notary Public, duly commissioned and qualified for and residing in said County, personally came Roger E. Stanley and Katherine Stanley, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, party of the second part, WITNESSETH, That the said parties of the first part, in consideration of Ten Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to wit: The northwest fractional quarter of section three, in township fourteen south, of range twenty-one east, containing one hundred fifty-six and twenty-two one-hundredths acres, more or less, and the north half of the southwest quarter of said section. Also the south half of the southwest quarter of section of the southwest quarter of section three, in township thirteen south, of range twenty-one east. The lands hereby mortgaged contain, thirty-four in township thirteen south, of range twenty-one east. The lands hereby mortgaged contain, in the aggregate, three hundred sixteen and twenty-two one-hundredths acres, more or less, subject to public easement for highways as now located. Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.