

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and first above written.

Ella Crouse
A. F. McClanahan
Virginia McClanahan (Seal)
Emma M. Hogg
J. H. Austin (Seal)
Mary Catherine Remy
L. L. Remy
George Williams (Seal)
Florence Williams
Joseph F. Williams
B. A. Crouse

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS..

BE IT REMEMBERED, That on this 29 day of December A. D. 1930 appeared before me, a Notary Public in and for said County and State Ella Crouse wife of B. A. Crouse, A. F. McClanahan, Virginia McClanahan his wife, Emma M. Hogg, single, J. H. Austin, single, Mary Catherine Remy L. L. Remy, her husband, George Williams Florence Williams, his wife, & Joseph F. Williams, single, to me personally known to be the same person who executed the foregoing mortgage and duly acknowledged the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires January 13, 1932.

John C. Emick Notary Public

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 30th day of Dec. 1930 before me J. W. Kreider a Notary Public in and for said County and State, came B. A. Crouse to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires Jan. 8th 1931.

J. W. Kreider Notary Public

Recorded Jan. 9, 1931 A. D. at 2:30 P. M.

Elmer C. Pennington Register of Deeds

MORTGAGE

THIS INDENTURE, Made December 31, 1930 by and between Charles E. Howard, and Maude M. Howard, his wife of the County of Douglas, State of Kansas, parties of the first part and Bankers Life Insurance Company of Nebraska, a corporation existing under and by virtue of the laws of Nebraska, party of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of sixty-five hundred (\$6,500.00) Dollars loaned by the said party of the second part, the receipt of which sum is hereby acknowledged by said part of the first part do hereby Sell and Convey unto the said party of the second part, its successors and assigns, the following described real estate, situated in the County of Douglas and State of Kansas, to-wit: The Northwest quarter of Section Twenty-five (25) in Township Thirteen (13) 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 and assigns, forever. The said parties of the first part covenant with the party of the second part that said part 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, its successors or assigns forever, against the claims of all persons and the said part 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 to the party of the second part, its successors or assigns, Two hundred dollars (\$200.00) Due April 1, 1932, Two hundred Dollars (\$200.00) Due April 1, 1933 One hundred dollars (\$100.00) Due April 1, 1934, Six thousand dollars (\$6,000.00) Due April 1, 1935 with interest thereon payable semi-annually from January 1, 1931 according to the terms of Four promissory notes, all signed by said parties of the first part, payable to the order of Bankers Life Insurance Company of Nebraska, bearing even date herewith.

SECOND, That 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 notes hereby secured, or against this mortgage, or against the owner of said notes and/or mortgage on account of the debt hereby secured. However, if such taxes and assessments when added to the interest shall exceed ten per cent per annum upon the principal of the debt hereby secured, said parties of the first part herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said notes contracted to be paid shall equal ten per cent per annum on the principal of the debt hereby secured.

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Handed to B. A. Crouse

Vaneta H. Heman

Deputy

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