effect as if it were made originally to mature at such extended time.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of

John J. Wheeler
Sophia G. Wheeler

STATE OF KANSAS)
COUNTY) ss. (Seal shows Douglas County)

BE IT REMEMBERED, That on this 30th day of October A. D. 1943, before me, the undersigned, a Notary Public, in and for said county and state, came John J. Wheeler and Sophia G. Wheeler, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

(SEAL) My commission expires on the 21st day of September, 1947 M. R. Gill
Notary Public

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Recorded November 8, 1943 at 9:03 A.M. Harold A. Beck Register of Deeds
By Charlene Mathews (Dep.)

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Receiving No. 19399

2590
1625

MORTGAGE

THIS INDENTURE, Made September 10, 1943 by and between Harold W. Sherman and Mary V. Sherman, Husband and 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 And No/100 ($6,500.00) Dollars, loaned by the said party of the second part, the receipt of which sum is hereby acknowledged by daid parties 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, subject to a right-of-way of the Atchinson, Topeka and Santa Fe Railway Company, and subject to a lease of the Kansas Natural Gas, Oil and Pipe Line and Improvement Company, of Section Seventeen (17), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian.

"The indebtedness secured by this indenture represents the balance due of the sum agreed by the Mortgagor to be paid to the Mortgagee for the property herein described, and it is understood by and between Mortgagors and Mortgagee that there are to be no liens prior thereto."

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 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, 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 to the party of the second part, its successors or assigns,

One Hundred Fifty Dollars on Sept. 1, 1944,	One Hundred Fifty Dollars on March 1, 1948,
One Hundred Fifty Dollars on March 1, 1945,	One Hundred Fifty Dollars on Sept. 1, 1948,
One Hundred Fifty Dollars on Sept. 1, 1945,	One Hundred Fifty Dollars on March 1, 1949,
One Hundred Fifty Dollars on March 1, 1946,	One Hundred Fifty Dollars on Sept. 1, 1949,
One Hundred Fifty Dollars on Sept. 1, 1946,	One Hundred Fifty Dollars on March 1, 1950,
One Hundred Fifty Dollars on March 1, 1947,	One Hundred Fifty Dollars on Sept. 1, 1950,
One Hundred Fifty Dollars on Sept. 1, 1947,	Forty-five Hundred Fifty Dollars on March 1, 1951.

with interest thereon, payable semi-annually from March 1, 1944 according to the terms of one promissory note 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.

THIRD, That said parties of the first part agree to pay all taxes and all special assessments levied or assessed against or due upon said real estate before delinquency and to procure, maintain and deliver to said party of the second part, its successors, or assigns, fire lightning and tornado insurance policies insuring the buildings on said real estate in companies to be approved by said party of the second part, its successors or assigns, for not less than Insurable value, with loss payable to the said party of the second part as mortgagee, its successors or assigns, as its or their interests may appear; and shall keep the buildings and other improvements upon said premises in good repair and condition.

FOURTH, That if said insurance is not promptly effected, and maintained, or if such taxes and special assessments shall not be paid before delinquency, said party of the second part, its successors or assigns, (whether electing to declare the whole sum hereby secured due and collectible or not) may effect and pay for said insurance, and may pay said taxes and/or special assessments, and all such payments, with interest thereon at the rate of ten per cent per annum, from the respective dates of payment, shall be a lien against said premises and secured hereby.

FIFTH, That if default be made in the payment of any of said notes hereby secured, or of any interest on said notes or any of them, or any part thereof, for the space of ten days after the same shall become due, or if default be made in the payment of any taxes and/or special assessments levied or assessed against said real

Know all men by these presents: That we, Bankers Life Insurance Company of Nebraska, the mortgagee within named do hereby acknowledge full payment and satisfaction of the debt secured by the foregoing mortgage and authorize the Register of Deeds of Douglas County, Kansas to discharge the same of record. Dated this 2nd day of March A.D. 1949. Bankers Life Ins. Co. of Nebr.
(Corp. Seal) In presence of By H. S. Wilson President
L. Armstrong (G. H. Gillig?)

This release was written on the original mortgage entered this 9th day of March 1949
Harold A. Beck
Reg. of Deeds
Dorothy Walker
Deputy