

MORTGAGE 34078 BOOK 93

THIS INDENTURE, made the 29th day of October, A. D. 1917, between
Will A. Winters and Leta Winters, his wife,
Arlio D. Winters, a single man,
hereinafter called "mortgagor", and The Baldwin State Bank,
a corporation, organized and existing under the laws of Kansas,
having its principal office at Topeka, Kansas, hereinafter called "mortgagee".

WITNESSETH, That the said mortgagor, in consideration of
Two Thousand Seven Hundred Fifty and No/100 Dollars (\$2,750.00),
to him in hand paid, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell and convey
unto the said mortgagee, its successors or assigns forever, the following described real estate situated in the County of
and State of Kansas, to wit:

Northwest Quarter of Section Twenty-nine
(29), Township Fourteen (14) South, Range
Twenty (20) East of the Sixth Principal
Meridian (subject to easement for power line)

and containing 100 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belong-
ing unto the said mortgagee, its successors or assigns, forever.

And the said mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the prem-
ises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right
to sell and convey said premises and that they are free and clear of all incumbrances, and that he does hereby warrant
and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the
homestead, appraisal, exemption and stay laws of the State of Kansas, and agrees to pay all fees necessary for record-
ing this instrument.

CONDITIONED, HOWEVER, that whereas, the said mortgagor is justly indebted to the said mortgagee for
money borrowed in the principal sum of Two Thousand Seven Hundred Fifty and No/100 Dollars (\$2,750.00),
to secure the payment of which the mortgagor has executed and delivered to the said mortgagee a certain promissory
note in the sum of Two Thousand Seven Hundred Fifty and No/100 Dollars, bearing even date herewith and payable to the order of the mortgagee, its successors or assigns, according to the tenor
and effect of said note, with interest thereon from November 1, 1917, to maturity, at the
rate provided for in said note, and both principal and interest to bear interest after maturity at the rate of ten per cent per
annum, payable semi-annually, until paid.

And said mortgagor expressly agrees to pay the said note and the interest thereon promptly as each payment be-
comes due and payable 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, as the same become due and payable, and procure and de-
liver to said mortgagee, its successors or assigns, on demand hereafter, 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 to pro-
cure and maintain policies of fire, tornado and windstorm insurance on the buildings erected and to be erected upon the
above described premises in some responsible company or companies satisfactory to the mortgagee, its successors or as-
signs, to their full insurable value which shall be not less than Dollars (\$), loss, if any, payable to the mortgagee, its successors or assigns. It is further agreed that all
policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereon
attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said
mortgagee, its successors or assigns; for further securing the payment thereof; all renewal policies to be delivered to the
mortgagee, its successors or assigns, at least three days before the expiration of the old policies, with full power hereby
conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable there-
under, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restor-
ing the damaged buildings as the mortgagee, its successors or assigns, may elect; and in the event of foreclosure here-
under, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; 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 the said mort-
gagee, its successors or assigns, shall pay all prior liens which may be found to exist on said property, and all expenses
and attorney's fees incurred by said mortgagee, its successors or assigns, by reason of litigation with third parties to
protect the lien of this mortgage; all of which said mortgagor hereby agrees to do; then these presents to be void, in
which event this mortgage will be satisfied of record, the expense of which satisfaction the mortgagor agrees to pay,
otherwise to remain in full force.