

to wit:

The North Half of the North East quarter of Section Twenty-three (23)
in Township Twenty-two (22) North, of Range Thirteen (13) East
containing 80 acres of land more or less.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Grantors do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Two Thousand and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Grantors to the said party of the second part; said note being given for the sum of Two Thousand and No/100 DOLLARS, dated August 14" 1923, due and payable in five years from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of -----DOLLARS in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part---- of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent, per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part --- of the second part for insurance, shall be due and payable, or not at the option of the part---- of the second part; and it shall be lawful for the part--- of the second part,-----executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law---appraisement hereby waived or not, at the option of the part---- of the second part-----executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the part----- making such sale, on demand, to the said -----heirs or assigns.

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

Peter C. Hiebert

Tina L. Hiebert

STATE OF KANSAS, Marion County, ss.

BE IT REMEMBERED, That on this ----- day of August, A. D. 1923, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Peter C. Hiebert and Tina L. Hiebert, his wife, to me personally known to be the same person who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.