

estate of inheritance therein free from all incumbrance, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. This grant is intended as a mortgage to secure the payment of the sum of Sixty Five Hundred and no/100 Dollars lawful money of the United States, made by the said Thomas Mortgage Company, to the said parties and secured by certain promissory note bearing even date herewith, payable to said Thomas Mortgage Company, or order with interest at the rate of $5\frac{1}{2}$ per cent per annum from date until fully paid; interest to be paid annually on the first day of February in each year, as specified by Five interest notes and coupons of even date herewith attached to said principal note. Now if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage, or the notes secured thereby, or if any installment of principal or interest, of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments, or installments of principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of 10 per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgage property, and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or 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 second part, its successors or assigns, and the said mortgagee, or assigns, shall be entitled to the immediate possession of the premises, and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs, and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand to the said parties of the first part their heirs or assigns. Said mortgagors agree to keep the buildings erected or to be erected on said land insured to the amount of Eighteen Hundred and no/100 Dollars, to the satisfaction and for the benefit of the mortgagee or assigns from this time until said date, and liens by virtue thereof are fully paid.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Sarah C. Terrell (SEAL)
Clark Terrell (SEAL)

State of Kansas, Douglas County, SS. Be it remembered, That on this 17th day of February A.D. 1913, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Clark Terrell who is personally known to me to be the same person who executed the within instrument of writing, and such person has duly acknow-

The following is endorsed on the original instrument

For Value Received, I hereby acknowledge full payment of the debt mentioned herein and complete satisfaction of the within mortgage, and hereby certify the same discharged of record.

Dated this 20th day of January A.D. 1913

at which Miami Corporation
Miami Corporation
(Corp. Sec.)
By J.H. Lundybeck
Notary Public
Miami, B. Lundybeck

Recorded Feb 15 1913

Estelle J. Terrell
Notary Public