

ledged the execution of the same. In Testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Term Expires Sept. 25th 1915. (SEAL) Geo. H. Lothholz, Notary Public.

State of Iowa, Mohasko County, SS. I hereby certify, That on this, the 27th day of January A. D. 1913 before me, the undersigned, a Notary Public in and for said County and State, came Sarah C. Terrell personally known to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. Witness my hand and official seal the day and year last above written.

My commission expires July 4th 1915. (SEAL) John P. Hiatt, Notary Public.

Recorded Feby. 17th A.D. 1913 at 1:22 P.M.

Lloyd L Lawrence
Register of Deeds.

This Indenture, Made this 21st day of January A.D. 1913, between Sarah C. Terrell and Clark Terrell, her husband, of Douglas County, in the state of Kansas, of the first part, and The Thomas Mortgage Company, of Emporia, Lyon County, Kansas, of the second part. Witnesseth, That the said part_ of the first part, in consideration of the sum of Three Hundred Twenty Five and no/100 Dollars, the receipt of which is hereby acknowledged do by these presents grant bargain, sell and convey unto the said party of the second part, its heirs assigns or successors, all of the following described real estate, situated in the County of Douglas, State of Kansas, to-wit: The northeast one-quarter (1/4) of Section Twenty One (21), Township Thirteen (13), Range twenty One (21).

To have and to hold the same, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever: Provided Always, and these presents are upon this express condition, that, whereas, said first parties have this day executed and delivered certain promissory notes to said party of the second part for the sum of Three Hundred Twenty Five and no/100 Dollars, bearing even date herewith, payable at the office of The Thomas Mortgage Company, Emporia, Kansas, in equal installments of Sixty Five and no/100 Dollars each, the first installment payable on the first day of February 1914, the second installment on the first day of February 1915, and one installment on the first day of February in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the party of the second part, or of the legal holder of said notes, and shall draw interest at the rate of ten per cent per annum from the date of said notes until fully paid. And the said parties of the first part further agree that in case they pay the first mortgage upon the above described land, (for the negotiation or extension of which this mortgage and the notes hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise effect this mortgage or the notes thereby secured, but that they will pay the sums hereby secured in full, as though no such payments of the first mortgage was made. Now, if said first parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, said sum of money in the above described notes mentioned, together with interest thereon, according to the

Recorded

July 5 - 1962

Carroll J. Williams
Register of Deeds

The present case is a continuation of the case of *Stor Vallen* (p. 100), in which the court found that the defendant had a right of way over the plaintiff's land for the purpose of the plaintiff's mill. The court held that the plaintiff's right of way was a right of way in fee simple, and that the defendant's right of way was a right of way in fee simple. The court also held that the plaintiff's right of way was a right of way in fee simple, and that the defendant's right of way was a right of way in fee simple.

Dated this day of Feb. 20, 1918
 Thomas M. M. Co.

(Conf. Sec.)

Thomas Hyatt Co.,
By W. M. Thomas
Secretary