Stephen H. Hennessey, and Orpha D. Hennessey, his wife, Mortgage and Warrant to the Pioneer Mortgage Company, of Topeka Kansas, real estate in the County of Douglas and State of Kansas, to-wit: Northwest Quarter of Section Six (6) Township Twelve (12) Range Eighteen (18) less tract of land described as follows, Beg. at Northeast corner of said quarter section, thence South 28 roles, thence West 84 role, thence North 285 role, thence East 84 role to beginning. All East of 6th P.M. and containing 127 acres more or less, to secure the payment of \$40.00 due as follows: \$20.00 on the first day of June 1914, \$20.00 on the first day of June 1915. This Mortgage is subject and second to a mortgage to The Pioneer Mortgage Company to secure

the payment of \$500.00. The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and a such payments shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, when the same becomes due and unpadd, and the amount so padd, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage. If default occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal, or interest, on said prior mortgage, or in payment of the taxes on said premises, when due, then the whole amount hereby secured shall immediately become due and payable, at the option of the legal owner of this mortgage, and this mortgage may then be foreclosed. Witness our hands this 27th day of May 1913.

Stephen H. Hennessey Orpha D. Hennessey.

State of Kansas, Shawnee County, ss.

Be it Remembered that on this 27 day of May 1913, before me, a Notery Public in and for said County and State, came Stephen H. Hennessey, and Orpha D. Hennessey, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the same as their free and voluntary act and deed for the uses and purposes therein set forth. In Testimony Whereof I have hereunto set my hand aNd affixed my official seal, the day and year lest above wr My commission expires Dec 29, 1914. (SEAL) M. B. Van Petten, Notary Public.

RECORDED AUGUST 25, 1913 AT 9:00 A.M.

Floyed Lhauren Register of Deeds.

205

THIS MORTGAGE, Made the 23d day of July, A.D. 1913, between Henry Thoren and Minnie R. Thoren, and Husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Frudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jers ey, party of the second part. WITNESSETH; That whereas the said parties of the firstpart are justly indebted

to the said The Prudential Insurance Company of America, for money borrowed the sum of Thirty-two Hundred and no/100 Dollars to secure the payment of which they have executed their promissory note of even date herewith, payable on the 7th day of August A.D. 1918, being principal note, which note bears interest from August 7th 1913 at the rate of five per cent per annum, payable semi-annually, and evidenced by ten interest notes of even date therewith, thereto attached. All of said notes are executed by the said parties of the first part, and bear interest after maturity

at the rate of ten per cent. per annum, payable annually, until paid, and are made payable to the order of said The Prudential Insurance Company of America, at its office in Newark New Jersey.

NOW THEREFORE, This Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securingthe payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory notes above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to-wit: The South Half  $(S_2^{\perp})$ of the Southeast Quarter (SE4) and the West Half  $(W_2^{\perp})$  of the West half  $(W_2^{\perp})$  of the Northeast Quarter (NE4) of Section Thirty-six (36) Township Thirteen (13) South, of Range Twenty (20) East of the Sixth Principal Meredian. Land above conveyed containing in the aggregate One Hundred Twenty (120) Acres. And the said parties of the first part expressly agree to pay the said notes

promptly as they become due and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part or assigns, on account of said losn, either by the state of Kansas or by the County or Town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in some solvent incorporated insurance company dollars, for the satisfactory to the said party of the second part for at least . benefit of the party of the second part herein or assigns, so long as the debt above secured shall remain unpaid, and make the policy of insurance payable to the party of the second part herein or assigns, as collateral security for the debt hereby secured

And it is further provided and agreed by and between said parties hereto that And it is inform provided and agreen by bit between said parties infore that is default shall be made in the payment of either of said notes or interest thereon or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this