

Recorded

Dec 28 1913
J. W. Thomas, Notary Public, Johnson County, Kansas

See Acknowledgment of Book 51 Page 325

Recorded

The following is endorsed on the original Recorded Book 52 Page 161 of Mortgages.
KNOW ALL MEN BY THESE PRESENTS, That Tom L. Stuart, Wilson County, in the State of Kansas the within named mortgagee, in consideration of Nine Hundred no/100 Dollars to each in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Wilson County Bank heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.
TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.
IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 22 day of October 1913.
Tom L. Stuart.
State of Kansas, Wilson County, SS:
BE IT REMEMBERED, That on this 22 day of October A.D. 1913, before me, Ed Chapman a Notary Public in and for said County and State, came Tom L. Stuart to re personally known to be the same person, who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
(SEAL) My commission expires Mar. 11, 1916, Ed Chapman, Notary Public.
Recorded Oct., 29th., A.D. 1913, at 11:25, A.M.
Floyd L. Lawrence
Register of Deeds.
By Geo. C. Hight

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J. W. Thomas, Notary Public, Johnson County, Kansas

at the office of said J. L. Pettyjohn & Co. of Olathe, Johnson County, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the party of the first part, otherwise to remain in full force and effect.
And the said parties of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all the costs and expenses of collection, if any there shall be, and any costs, charges, or attorney's fees incurred and paid by the said parties of the second part, their successors, heirs or assigns, in maintaining the priority of this mortgage or in defending the title to the land hereby mortgaged, or the validity of this mortgage, when attacked by parties other than the mortgagor.
And the said party of the first part do further covenants and agree until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises or on this mortgage, or on the note or the debt hereby secured, before any penalty of non-payment attaches thereto; also abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$600.00 in insurance companies acceptable to the said parties of the second part, their successors, heirs or assigns, and assign and deliver to them all policies of insurance on said buildings and the renewals thereof; and in case of failure to do so, the said parties of the second part, their successors, heirs or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent per annum, shall be collectable with, as a part of, and in the same manner as, the principal sum hereby secured.
And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default, the said parties of the second part, their successors, heirs or assigns, may without notice, declare the entire debt hereby secured, immediately due and payable, and there-upon, or in case of default in payment of said promissory note at maturity, the said parties of the second part, their successors, heirs or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.
IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.
IN PRESENCE OF
J. W. Thomas
Charles A. James
Margaret J. James
Edgar E. James

State of Kansas, Johnson County, SS:
Be it Remembered, that on this 25th day of October A.D. nineteen hundred and Thirteen before me, the undersigned, a notary Public in and for said County and State, came Charles A. James and Margaret J. James, his wife, and Edgar E. James, a single man, who are known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.
(SEAL) My commission expires April 2nd 1914 J. W. Thomas Notary Public, Johnson County Kansas.

Recorded Oct., 28th., A.D. 1913, at 9:36, A.M.
Floyd L. Lawrence
Register of Deeds.
By Geo. C. Hight
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KNOW ALL MEN BY THESE PRESENTS, That Tom L. Stuart, Wilson County, in the State of Kansas the within named mortgagee, in consideration of Nine Hundred no/100 Dollars to each in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer, set over and convey unto Wilson County Bank heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.
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