State of Kansas, Douglas County, SS.

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Be It Remembered, That on this 3 day of November, 1913, before me, a Notatary Public in and for said County and State, came John A. Raney, and Hannah M. Raney, his wife, to me personally known to be the same persons who executed the foregoing instru ment, and duly acknowledged the same as their free and voluntary act and deed for the use and purposes therein set forth.

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Deputy

Flingd L. Lawrence of Deeds . 10, 6 Wetsel

In Testiomony Wheerof, I have hereunto set my hand and affixed my official seal, the day and year last above written. My commission expires Feby 10-1914. (SEAL)

Zella W. Iliff, Notary Public.

Recorded Jan. 31st. A.D. 1914, at 4:05 o'clock P.M.

This Mortgage, Made this Tenth (10) day of January in the year of Our Lord One Thousand Nine Hundred Fourteen by and between R. L. Thomson and Cora E. Thomson his wife of the County of Jackson and State of Missouri parties of the first part, and C.A Eldridge party of the second part,

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Fifteen Hundred (\$1,500,00) Dollars to them in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, "chargain, sell and convey unto the Both and conveyed, and by these presents do grant, "bargain, self and convey into the said party of the second part, and to his heirs and assigns forever, all the following described tract, piece, and parcel of land lying and stuate in the County of Douglas and State of Kansas, to-wit: The South East Quarter  $(\frac{1}{2})$  of Section Five (5), in Township Rourteen (14) South, Range Twenty (20) East of 6th P.M. Subject to a prior mortgage of Thirty-five Hundred Dollars.

To Have And To Hold the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to his heirs and assigns forever; provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, R. L. Thomson; and Cora E. Thomson his wife the said parties of the first part have this day made, executed and delivered to the said party of the second part Two promissory Notes of even date herewith, by which they promise to pay to the said C. A. Eldridge or order, for value received Fifteen Hundred (\$1500.00) Dollars, due January, 10th, 1916 with interest from date to maturity at the rate of Six per cent per annum, payable annually, as evidenced by \_\_\_\_ for the sum of ?\_\_\_\_ esch falling \_\_\_\_\_ days of \_\_\_\_\_\_ and \_\_\_\_\_\_ in each year; both principal and interest : e at \_\_\_\_\_\_ and bear interest from maturity until peid at the rate of due on the notes are payable at per cent per annum, payable semi annually. Five Hundred Dollars of the above amount is to be paid within Thirty days from date.

Now, If the said R. L. Thomson and Cora E. Thomson his wife shall well and truly pays or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be mull and void. But if said sums of money or either of them, or any part thereof, or any interest thereon, be not prid when the same become due, then yand in that case, the whole of said sums and interest shall, at the option of the party of the second The whole of said sums and interest shall, at the option of the p part or assigns, by vintue of this Mortgage, inmediately become due and payable; or, Sif the taxes and assessments of every nature which are or may be assessed against said and and appurtenance, or either of them, or say part thereof, are not paid at the the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum shall immeditely become due and payable; and upon forfeiture of this Kortgage, or in case of default in any of the payments herein provided for, the party of the second part, \_\_\_\_\_ heirs, executors, administrators and assigns, shall be entitled to a judgement for the sum due upon rsaid note and the additional sums of paid by virtue of this Morigage, and all costs and expenses for enforcing the same, as providen by law, and a decree for the sale of said premises in satisfaction of said judgement, foreclosing all rights and equities in and to said premises of the said party of the first part, his heirs and assigns, and all persons claiming under him, at which sale , appraisement of said property is hereby waived by the said parties of the first part, and all benefits of the Homestead, Exemption and Stay laws of the Stae of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kensas, to the amount of \_\_\_\_\_ Bollars, for the benefit of the said \_ of the second part or his assigns; and default thereof said part\_ part\_ \_ of the sec ond part may at his option effect such insurance in \_\_\_\_ own name, and the premium or | premiums, costs, charges and expenses of effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statuory liens against said property, all of which sums with \_\_\_\_ per cent interest may be enforced and collected in the same manner as the principal debt hereby secured;

And the said parties of the first part do hereby covenant and agree that at the delivery hereof said R. L. Thomson and Cora E. Thomson 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 incumbrance except as above stated and that they will warfant and defend the same in the quiet and peaceable possession of the said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.