

For Return See Book: 77-217.
For Assignment by Book: 57-289209
For Assignment by Book: 65-089018
Recorded September 27, 1923
By H. G. Roberts, Asst. Secretary
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This Indenture, Made this 24th day of February A.D. 1915 between Lewis D. Howard and Kate Howard, (husband and wife), 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 parties of the first part, in consideration of the sum of One Hundred Forty 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 Thirty Two (32), Township Thirteen (13) Range Twenty (20), East of the 6th P.M.
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 One Hundred Forty and No/100 Dollars bearing even date herewith, Payable at the office of The Thomas Mortgage Company, Emporia, Kansas, in equal installments of Twenty and No/100 Dollars each, the first installment payable on the first day of March 1916, the second installment on the first day of March 1917, and one installment on the first days of March 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 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 hereby secured, but that they will pay the sums hereby secured in full, as though no such payment 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 the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage or any part thereof, or any interest thereon is not paid when the same is due, or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole said sum or sums and interest thereon shall, and by these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Two Thousand and No/100 Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.
Attest
E. L. Charlton
E. L. Charlton
Lewis D. Howard
Kate Howard

State of Kansas, Douglas County, ss.
Be It Remembered, That on this 26th day of February A.D. 1915, before me the undersigned, a Notary Public in and for said County and State, came Lewis D. Howard and Kate Howard, (husband and wife), who are personally known to me to be the same persons who executed the within 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 Jan 15- 1918 (SEAL)
Rosa Robinson, Notary Public.
Recorded March 1st, A.D. 1915, at 11:15 o'clock A.M.
Lloyd L. Lawrence
Register of Deeds,
Geo. A. Metcal
Deputy