This Indenture, Made this 24th day of February A. D. 1915. between Arthur Emery; single, of the County of Dougles, and State of Yansas, of the first part and The Thomas Mortgage Company, (acorporation under and by virtue of the laws of Kanses) of Emporia Lyon County, Kansas, of the second part:

Witnesseth, That the said party of the first part, in consideration of the sum of One Thousand and no/100 Dollars to him duly paid, the receipt whereof is hereby acknowledged, has granted and sold, and by these presents does grant, abargain, sell and convey unto the said party, of the second part, its successors or assigns, forever, all of the following described real estate, situated in the County of Douglas and State of Kanses to wit:

The southeast one-quarter $(\frac{1}{2})$ of the northeast one-quarter $(\frac{1}{2})$ of section Seven

EIGHT (5), less 1 acre in the southeast one-quarter, All being in rownship No, Twelve (12), South, of rango No. Mineteen (19), East of the 6th P.M. To have and to hold the same, with all the appur-tenances thereto belonging, unto the said party of the second part, its heirs, assigns, or successors forever; and the said party does hereby covenant and agree, that at the delivery hereof he is the law-And party dues here by coveriant and agree, that at the cellivery hereor he is the law-ful owner of the premises above granted, and seized of a good indefeasible estate of inheritance therein free from all incumbrance insubtanates, and that he will warrant si and defend the same against the lawful claims of all persons homosever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand and no/100 Dollars, lawful money of the UNited States, made by the said Thomas

mousand and no/loo pointry, namul money of the united due of the said informa-Mortgage Company, to the said party, and secured by certain promissory not bearing even date herewith, payable to said Thomas Mortgage Company, or order with interest at the rate of 6 per cent per annum from date until fully paid; interest to be paid semiannually on the first days of March and September in each year, as specified by Ten interest notes and coupons of even date herewith attached to said principal note.

Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if said sum of maney, or any interterest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mort-gage, or the notes secured the reby, or if any installment of principal or interest, of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with interest thereon, shall immediately become due and payable, at the option, of the mortgagee or assigns, without notice, But the legal holder of this mortgage may, at his option, pay such taxes, assessments, prinstallments of principal or interest, or charges for insurance, so due and payable, as the moertgagor or assigns shall neglect or refues to pay, and said amounts, together with interest thereon at the rate of 10 per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgage property, and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time there after, to said percents es hereby granted, or any part thereof, in the manner presoribed by law, appraisement hereby waived, or not, at the aption of the second part, its successors or assigns, and the said mortgagee, or assigns, shall be entitled to the immediate possession of the premises, and the rents, issues and profits thereof, and out of all the moneys ar rising from such sale to retain the amount then due for principal or interest, together with the costs, and charges of making such sale; and the overplus, if any there bc, shall be paid by the party making such sale, on demend, to the said party of the first part his heirs or assigns.

Said Mortgagor agrees to keep the buildings erected or to be erected on said a insured to the amount of _____Dollars, to the satisfaction and for the benefit, lands insured to the amount of _____ Dollars, to the satisfaction and for the benefit of the mortgagee or assigns from this time until said date, and liens by virtue thereof are fully paid.

In Witness Whereof, The said party of the first part has bereunto set his hand and seal the day and year first above written, Signed, sealed and delivered in the presence of

H. T. Melton

Arthur Emery (Seal)

Hoyd Latinence Register of Deeds, Hes. L. Mithy Deputy.

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day of march

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State of Kansas, Douglas County, ss. I hereby certify, That on this, the 27" day of February A.D.1915 before me, the undersigned, a Notary Public in and for said County and State, came Arthur Emery, Single personally konwn to me to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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Witness my hand and official seal the day and year last above written. Commission expires Jan 15 1918(:EA.) Rosa Robinson, Notary Public. ;

Recorded March 13th. A. D. 1915, at 11:30 o'cllock A.M.