

THIS Indenture, Made this 24th day of February, A.D. 1915, between Arthur Emery, single, 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 party of the first part, in consideration of the sum of Fifty and no/100 Dollars, the receipt of which is hereby acknowledged, does by these presents grant, bargain, sell and convey unto 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 southeast one-quarter ($\frac{1}{4}$) of the northeast one-quarter ($\frac{1}{4}$) of Section Seven (7), and the southeast one-quarter ($\frac{1}{4}$) of the Northeast one-quarter ($\frac{1}{4}$) of Section Eight (8), less 1 acre in the south-east one-quarter ($\frac{1}{4}$). All being in Township Twelve (12), South, of Range No. Ninetenn (19), 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 party has this day executed and delivered certain promissory notes to said party of the second part for the sum of Fifty and no/100 Dollars bearing even date herewith, payable at the office of The Thomas Mortgage Company, Emporia, Kansas, in equal installments of Five and No/100 Dollars each, the first installment payable on the first day of September 1, 1915, the second installment on the first day of March, 1916 and one installment on the first day of September and 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 unpaid 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 party of the first part further agrees that in case he paye 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 nowise effect this mortgage or the notes thereby secured, but that he will pay the sums hereby secured in full, as though no such payment of the first mortgage was made.

Now, if said first party 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 of said sum or sums and interest thereon shall, and 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 appraisalment and stay laws are hereby expressly waived.

And the said party of the first part, for himself and his heirs, does hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that he is lawfully seized in fee of said premises, and has good right to sell and convey the same; that said premises are free and clear of all encumbrances, except One Thousand and no/100 Dollars, and that he will, and his 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 party of the first part has hereunto set his hand the day and year first above written.

Attest:
H. T. Melton

Arthur Emery.

State of Kansas, Douglas County, ss.

Be It Remembered, That on the 27th day of February, A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, came Arthur Emery, (single), who is personally known to me the same person 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 13th. A.D. 1915, at 3:00 o'clock P.M.

Register of Deeds,

Deputy.

The following is enforced on the original instrument:

In Value received, we hereby acknowledge full payment of the debt mentioned herein. Complete satisfaction of the within mortgage is hereby acknowledged the same discharged of record - Dated 7th day of April A.D. 1920.

Attest: The Thomas Mortgage Company
By: B.W. Thorne, Secretary.

(Error) (The Assignment of the Bank of St. Louis)

Sept. 15" 1915
Geo. E. Wellman

Sept. 15" 1915
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Sept. 15" 1915
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