

This Mortgage, Made this 26<sup>th</sup> day of August in the year of Our Lord one thousand nine hundred and fifteen by and between L. D. Wegener and Effie A. Wegener of the County of Jefferson and State of Kansas, parties of the first part, and Emerson-Brentingham Implement Company (an incorporated Company under the laws of the State of Illinois), of Rockford, County of Winnebago, State of Illinois, party of the second part:

WITNESSETH, That the said parties of the first part in consideration of the sum of Eleven Hundred Fifty-one and 58/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Commencing at the South-east corner of the North-west quarter (¼) of Section Three (3) in Township Twelve (12) Range Eighteen (18) thence West Eighty (80) rods thence North Forty (40) rods thence East Eighty (80) rods thence South Forty (40) rods to the place of beginning containing Twenty (20) acres.

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 its successors and assigns forever. Provided, always, and this instrument is made, executed and delivered upon the following conditions to-wit:

Whereas, the said L. D. Wegener and Effie A. Wegener, his wife, have this day executed and delivered (14) certain promissory notes in writing to the party of the second part, payable at Leocompton, Kans. and Williamstown, Kans. State Banks as follows, to-wit:

Note dated 8-15 1914 due 11-1-1914 for \$153.05
Note dated 8-15 1914 due 12-1 1914 for \$ 59.50
Note dated 11-28 1914 due 6-15 1915 for \$172.63
Note dated 11-28 1914 due 7-1 1915 for \$ 33.00
Note dated 11-28 1914 due 7-1 1915 for \$ 45.00
Note dated 11-28 1914 due 7-1 1915 for \$ 53.00
" " 11-28-14 " 7-15-15 " 172.62
Note dated 11-28 1914 due 10-1 1915 for \$ 41.00
Note dated 3-16 1915 due 6-1 1915 for \$ 78.56
Note dated 3-16 1915 due 7-1 1915 for \$ 42.00
Note dated 3-16 1915 due 8-1 1915 for \$ 78.56
Note dated 3-16 1915 due 9-1 1915 for \$ 78.56
Note dated 3-16 1915 due 10-1 1915 for \$ 70.70
" " 8-10 - 15 " 11-1-15 " 73.40

Now, if the said L. D. Wegener and Effie A. Wegener, his wife shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part, by the virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums, shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for the party of the second part, its successors and assigns, shall be entitled to a judgement for the sums due upon said notes, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided 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 parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale appraisal of said property is hereby waived by said parties of the first part. And all benefit of the Homestead, Exemption and stay laws of the State 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 execution of this Mortgage until said notes 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 Kansas, to the amount of the reasonable value thereof Dollars, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And said parties of the first part do hereby covenant and agree that at the delivery hereof they 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 incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever, except a \$671.00 Mortgage to the State Bank of Leocompton, of Leocompton, Kansas, Due March 31st 1917.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in the presence of.  
C. L. Kiene.

L. D. Wegener (SEAL)  
Effie A. Wegener (SEAL)

State of Kansas, County of Jefferson, SS.

BE IT REMEMBERED, That on this 26<sup>th</sup> day of August A.D. 1915, before me,

Recorded

March 19 1916

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The undersigned being a duly qualified and sworn notary public in and for the State of Kansas, do hereby certify that the foregoing is a true and correct copy of the original of the above and foregoing instrument as the same appears from the records of my office.

Emerson-Brentingham Implement Co. 57 B. 111-112