

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Judith A. Moore.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 23 day of November A.D. 1915, before me, <sup>the undersigned</sup> a Notary Public, in and for the County and State aforesaid, came Judith A. Moore, a widow, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Commission expires Feby 10, 1918 (SEAL)

Zella W. Iliff, Notary Public.

Recorded Nov. 30th., A.D. 1915, at 10:15 o'clock A.M.

*Donald L. Lawrence*  
Register of Deeds,

*Geo. B. Mott* Deputy.

THIS INDENTURE, Made this 29th day of October, A.D. Nineteen hundred and Fifteen by and between Al D. Armstrong and Ruby M. Armstrong, husband and wife, in the County of Douglas and State of Kansas, parties of the first part, and The Farm Mortgage Company (Incorporated under the laws of the State of Kansas), located at Topeka, Kansas, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One Thousand and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its legal representatives and assigns forever, all of the following described tract, piece or parcel of land, lying and situate in the County of Douglas and State of Kansas, to wit:

The South One Half of the Northwest Quarter (S<sup>1</sup>/<sub>2</sub> of NW<sup>1</sup>/<sub>4</sub>) of Section One (1) in Township Twelve (12) South of Range Seventeen (17) East of the Sixth (6th) Principal Meridian, containing Eighty (80) acres, more or less, according to the United States Government Survey.

TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its legal representatives and assigns forever. And the said parties of the first part do hereby covenant and agree, at the delivery hereof, to be 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 legal representatives and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

FIRST.- Said parties of the first are justly indebted unto the said party of the second part in the principal sum of One Thousand and no/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said parties of the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note No. 2775, executed and delivered by the said party of the first part, bearing date October 29th, 1915, and payable to the order of the said THE FARM MORTGAGE COMPANY, November 1st, 1920, at the office of the said Company, in Topeka, Kansas, with interest thereon from November 1st, 1915, until maturity, at the rate of six per cent. per annum, payable semi-annually, on the first days of May and November in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to The Farm Mortgage Company, or bearer, at the office of said Company in Topeka, Kansas.

SECOND.- Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and in insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and in case of foreclosure the judgement shall provide that the whole of said premise be sold together and not in parcels.

THIRD.- Said parties of the first part hereby agree to keep all buildings, fences and other improvement upon said premises in as good repair and condition, as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

FOURTH.- The said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Five Hundred Dollars, loss if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal

(For Assignment see Book 54 Page 207)

Recorded January 19, 1916

*Edith M. Haddock*  
Register of Deeds

*By: Samuel H. Haddock*  
Deputy



Received of Al D. Armstrong, husband and wife, the satisfaction of the within Mortgage.  
January 16, 1918  
Chas. F. Abbott  
Acting Clerk

52 January is marked with original instrument