

THIS MORTGAGE, Made this 2nd day of November in the year of our Lord one thousand nine hundred and fifteen by and between Nathan W. O'Byrne and Josephine O'Byrne, his wife, of the County of Douglas and State of Kansas, parties of the first part, and Herbert V. Jones party of the second part.

WITNESSETH, That said parties of the first part, for and in consideration of the sum of Two Thousand 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 his heirs 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:

Beginning at a point 70 rods South of the Northeast corner of the North West Quarter (4) of Section four (4) Township fifteen (15) Range Twenty (20) East of the 6th P.M. thence South along said quarter section line 730 feet more or less to a point due West of the North line of Freemont Street, Baldwin, Kansas; thence due West as continuation of said North line of said Freemont Street 700 feet more or less to a point intersecting the East line of the right of way of K. C. L and So. Kansas R.R., thence in a Northeasterly direction along the line of said right of said right of way to a point due West of beginning, thence East 50 feet more or less to beginning, Subject to an easement or right of way not exceeding 80 feet in width representing a continuation West of Elm Street as now established.

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 his heirs and assigns forever; provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, Nathan W. O'Byrne and Josephine O'Byrne the said parties of the first part have this day made, executed and delivered to the said party of the second part, one promissory Note of even date herewith, by which they promise to pay to the said Herbert V. Jones or order, for value received, Two Thousand Dollars, due in three years after date with interest from date to maturity at the rate of six per cent per annum, payable semi-annually. Said note is payable at the Baldwin State Bank, Baldwin, Kansas. Privilege is given of paying \$300. or more on the principal at any interest paying time.

NOW, if the said Nathan W. O'Byrne and Josephine O'Byrne shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with interest thereon, according to the tenor and effect of said note, 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 becomes due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part or assigns, by 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 note, and the whole of said sum 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 his heirs, executors, administrators and assigns, shall be entitled to a judgement for the sum due upon said note 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, for-closing 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 benefits 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 the execution of this Mortgage until said Note 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 Two Thousand Dollars, for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, all of which sums with six per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part hereby covenant and agree that at the delivery hereof said first parties 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 said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

Nathan W. O'Byrne
Josephine O'Byrne.

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this 12th day of November, A. D. 1915, before me, the undersigned, a Notary Public in and for said County and State, came Nathan W. O'Byrne and Josephine O'Byrne, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing Mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

Received April 27th 1916
 Herbert V. Jones the mortgage within named etc. having duly read the within mortgage is fully paid party is paid discharged, and satisfaction of the right of said party is hereby returned to discharge of same of record, dated at Kansas City, Missouri April 19th 1916.
 in presence of
 Geo. C. McGee
 Notary Public
 J. Herbert V. Jones