

State of Kansas, County of Douglas, SS.

Be it remembered, that on this 14th day of April, A.D. 1916, before me, the undersigned, a Notary Public in and for said County and State aforesaid, came Charlotte E. Dunigan and George T. Dunigan, her husband, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons 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.

Term expires Jan 27-1920 (SEAL) C. A. Fulton, Notary Public, Douglas County, Kansas-

Recorded April 14th., A.D. 1916, at 1:45 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. C. Metzger Deputy.

KNOW ALL MEN BY THESE PRESENTS, That J. W. Barry and Iva Barry, his wife of the County of Douglas State of Kansas parties of the first part, in consideration of the sum of Fifteen hundred Dollars, in hand paid by FIDELITY TRUST COMPANY of Kansas City, in the County of Jackson, State of Missouri, party of the second part, receipt of which is hereby acknowledged, do hereby Mortgage and Warrant unto the said FIDELITY TRUST COMPANY the following described real estate situated in the County of Douglas and State of Kansas, to-wit: The West five (5) acres of the Eastthree fourths (3/4) of the South half (1/2) of the Southeast quarter (1/4) of the Southeast quarter (1/4) of Section One (1) Township thirteen (13) Range Nineteen (19) East of the Sixth Principal Meridian, containing in all 5 acres, more or less, according to United States Government Survey.

TO HAVE AND TO HOLD the same, with all the hereditaments and appurtenances there to belonging, to the said second party and to its successors and assigns forever.

THESE PRESENTS are made to secure the payment of one certain negotiable Bond of Promissory Note this day made, executed and delivered by said J. W. Barry & Iva Barry, his wife, to the said FIDELITY TRUST COMPANY for the sum of Fifteen hundred Dollars, payable on the first day of April A. D. 1921, and bearing interest at the rate of 6 1/2 per centum per annum from date, payable semi-annually and evidenced by ten coupons attached thereto.

The said Bond and Coupons are payable at the office of FIDELITY TRUST COMPANY, Kansas City, Missouri, and each bears interest after maturity at the rate of ten per centum per annum.

The said parties however, reserve the right to pay One Hundred Dollars or any multiple thereof upon said Bond, or the full amount thereof, on the day any of said Coupons mature, provided thirty days' notice in writing is given to said second party or its assigns, that such payment will be made; and provided further, that in case such partial payments are so made, no sum less than One hundred dollars of said Bond shall at any time remain unpaid- the making of such partial payments operating to reduce the amount of the Coupons maturing thereafter proportionately to the amount said Bond is reduced.

It is herein agreed particularly as follows: The said first parties shall not suffer waste, not permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness or against this instrument, by or within the State of Kansas, and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least Fifteen hundred Dollars, and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereon, and shall, when requested, surrender to the said party or its assigns, any policy or policies of insurance to the purchaser necessary, the said second party or its assigns, are hereby authorized to make such assignment thereof as the agents or attorneys of the parties of the first part, their heirs or assigns.

In the event of a loss under said policy or policies, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all the aforesaid purposes, may, in the name, place and stead of said first parties or their assigns, and his or their agent or attorney, in fact, sign all papers and applications necessary to obtain such insurance, sign and indorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Bond, Interest Coupon Notes and interest thereon and any other indebtedness due under the terms of this mortgage.

In case of failure of said first parties to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure releases of any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment, and this mortgage shall stand as security for all such sums.

NOW, THEREFORE, if the amount of said Bond and Coupons be paid when due, and all the covenants and agreements of the said parties contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall be released at the expense of the party making such payment. If, however, the said first parties fail to pay any part of the amount of said Bond of Coupons within twenty days after the same become due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of

for Extension of Term see Book 63 April 11/12

1918
The amount secured by this mortgage has been paid in full
and the same is hereby cancelled, this 2nd day of October
1918
Coy. Seal.
The Fidelity Insurance Company
of Kansas City, Mo.
Geo. E. Moore
Notary Public

THIS MORTGAGE IS RETURNED TO THE COUNTY OF DOUGLAS, KANSAS, FOR RECORDING.
\$1500.00
Received of *J. W. Barry & Iva Barry* the sum of *Fifteen hundred* no Dollars, in full satisfaction of the within mortgage.
C. A. Fulton
Recorded *Feb. 10* 1917
Etchell - Archibald
Registered of Deeds

See original in Book 64 Page 577

Recorded *Feb. 11* 1918
Geo. E. Moore
Notary Public