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State of Kansas, County of Snawnee, SS. Be it remembered, that on this 18th day of April A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Allicia S. Bennett and A. H. Bennett, 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.

the day and year last above written. Commission expires March 18 1918. (SEAL) J. K. Rankin, Notary Public, Shawnee County, Kansas.

Recorded April 26th., A. D. 1916, at 9:27 o'clock A.M.

Deputy THIS INDENTURE, Made this 19th day of April, A. D. Nineteen hundred and sixteen by and

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51-57-5**1**

between Joseph G. Cummings and Mabel E. Cummings husband and wife in the County of Douglas and State of Kansas, parties of the first part, and The Farm Nortgage Company (incorporated under the laws 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 Sixty-five Hundred and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby soknowledged, have granted, party of the second part, the receipt whereof is hereby soknowledged, have gratted, bargeined and sold, and by these presents do grant, bargein, 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 tracts, piecescor parcels of land, lying and situated in the County of Douglas and State of Kansas, to wit: The Northeast Quarter (NET) of the Northeast Quarter (NET) of Section Thirty-five (35) in Township Twelve (12) South, of Range Minsteen (19) East of the Sixth (6th)

Principal Meridian, less the following: Beginning at the Southeast corner of said tract thence North on the East line of said tract 446 feet; thence West 618.40 feet; thence South parallel with said east line 446 feet to the center of Warren Street extended West from the City of Lawrence; thence East 618.40 feet to the place of beginning, said excepted tract containing about six acres more or less. Also, beginning at the Northwest corner of the Northwest Quarter of Section 36, Township 12, Range 19, East of the Sixth Principal Meridian; thence South 12.273 ohains; thence East S.60 chains; thence South 6.975 chains; thence further South 23 feet 2 inches; thence East 275 feet thence South 190 feet and ten inches to the center line of Warren Street extended West from said City of Lawrence; thence East 36 feet more or less to a point 13.32 (c) chains east of the west line of said guarter section; thence North parallel with the said west line of said Quarter Section to the North line thereof; thence West 13.32 chains to the place of beginning, containing Fifty-five (55) acres, more or less, according to Government Survey. TO HAVE AND TO HOLD THE SAME, With all and singular the tenements and appurte-

nances thereunto belonging or in anywise appendianing, and all nights 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 presises 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, 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 part are justly indebted unto the said party of the second part in the principal sum of Sixty-five hundred and no/100 Dollars, lawful money of the United States of America, being for a loan thereof, made by the 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 ~ 2679 executed and delivered by the said parties of the first maternage near state work and 20/9 executed and payable to the order of the said The Farm Kortgage Company, at the office of the s said Company, in Topeka, Kansas, with interest thereon from may 1st, 1916, until maturity, at the rate of six per cent per annum, psyable semi-annually, on the first days of May and November in each year, and ten per sent per annum after maturity, the in-stallments of interest being further evidenced by Fourteen coupons attached to said principal note, and of even date therewith, and are payable to The Farm Mortgage Company, or bearer, at the office of said Company in Topeka, Kansas.

Sciond.-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 amount of insurved minimum at the spectrum, and all interest obspects, and if how so paid the said party of the second part, or the legal holder or holders of this mort-gage, may, without notice, dealare the whole sum of money herein secured due and pay he at inne, or may elect to pay such taxes, assessments and insurance premiums, and is the amount so paid shall be a lien on the premises sforesaid, and be secured by this mortgege, 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 immedistely cause this mortgage to be foreclosed, and shall be entitled to immediate posalthough only only introduced by the states and profiles thereof, and in case of session of the premises, and the rents, issues and profiles thereof, and in case of foreelosure the judgement shall provide that the whole of said premises be sold together and not in parcels.