

THIS INDENTURE, Made this first day of July A.D. 1916 between David Williams and Carrie Williams, his wife, of the County of Douglas and State of Kansas, of the first part, and THE THOMAS MORTGAGE COMPANY, (a corporation under and by virtue of the Laws of Kansas) of Emporia, Lyon County, Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Three Thousand Five Hundred and no/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, forever, all of the following described real estate, situated in the County of Douglas and State of Kansas to wit:

The northwest one-quarter ($\frac{1}{4}$) of Section Thirty one (31), Township Twelve (12), Range Nineteen (19),

To have and to hold the same, with all the appurtenances thereto belonging, unto the said party of the second part, its heirs, assigns, or successors forever; and the said parties 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 indefeasible estate of inheritance therein free from all incumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

This grant is intended as a mortgage to secure the payment of the sum of Three Thousand Five Hundred and no/100 Dollars, lawful money of the United States, made by the said Thomas Mortgage Company, to the said parties, and secured by certain promissory note bearing even date herewith, payable to the said Thomas Mortgage Company, or order with interest at the rate of 5 per cent per annum from date until fully paid; interest to be paid semi-annually on the first days of January, 1917, and annually on the first day of January in each year, as specified by eight interest notes and coupons of even date herewith attached to said principal note.

Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay, but if said sum of money, or any interest thereon, is not paid when due, or if any taxes or assessments, now or hereafter levied or imposed in said county or state, against said real estate, or upon this mortgage, or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments, or installments of principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of ten per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgage property, and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the second part, its successors or assigns, and the said mortgagee, or assigns, shall be entitled to the immediate possession of the premises, and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due, for principal and interest, together with the costs, and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part their heirs or assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured to the amount of Two Thousand and no/100 Dollars, to the satisfaction and for the benefit, of the mortgagee or assigns from this time until said, and liens and by virtue thereof are fully paid.

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

Signed, sealed and delivered in presence of

H. T. Melton.

David Williams (SEAL)

Carrie Williams (SEAL)

State of Kansas, Douglas County, SS:

I hereby certify, that on this, the 10th day of July A.D. 1916 before me, the undersigned, a Notary Public in and for said County and State, came David Williams, and Carrie Williams personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.
Commission expires January 15" 1918. (SEAL)

Rosa Robinson, Notary Public.

Recorded July 13th., A.D. 1916, at 8:30 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Motzel
Deputy.

(For assignment see Book 57 Page 415)
The Release Book Book 57 Page 415

No following is intended on this original instrument
For release received, we hereby acknowledge full payment of