

successors, heirs or assigns, may without notice, declare the entire debt hereby secured, immediately due and payable, and there-upon, or in case of default in payment of said promissory note at maturity, the said party of the second part, their successors, heirs or assigns, shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

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

In presence of

Marie Salle

W. Roy Martin

W. G. Deskins

A. L. Deskins.

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 1st day of November A.D. nineteen hundred and sixteen before me, the undersigned, a Notary Public in and for said County and State, came W. G. Deskins and A. L. Deskins, his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires May 21, 1918. (SEAL) C.B. Hosford, Notary Public, Douglas County, Kansas.

Recorded Nov., 4th., A.D. 1916, at 9:02 o'clock A.M.

*Donald Lawrence*  
Register of Deeds,  
*Geo. B. Hager*  
Deputy.

THIS INDENTURE, Made this 28th day of October in the year of our Lord one thousand nine hundred and sixteen between George Schneider and Emma Schneider, his wife, of Eudora in the County of Douglas and State of Kansas, of the first part, and The State Bank of Eudora, Eudora, Kansas, party of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of Ten hundred Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Northeast quarter of the Southwest quarter of the Southwest quarter of Section Four (4) Township Thirteen (13) Range Twenty one (21), containing ten acres more or less, less three (3) acres, commencing at the Northeast corner of said 10 acres, thence South 24 rods, thence West 20 rods, thence North 24 rods, thence East 20 rods to the place of beginning. with all the appurtenances, and all the estate, title, and interest of the said parties of the first part therein. And the said George Schneider and Emma Schneider, his wife, hereby covenant and agree that at the delivery hereof they 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 against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of Ten hundred 00/100 Dollars, according to the terms of two certain Notes this day executed and delivered by the said George Schneider and Emma Schneider, his wife to the said party of the second part, payable at State Bank of Eudora, Eudora, Kansas, as follows, to-wit:

Seven hundred dollars on the 28th day of October 1921, Three hundred dollars on the 28th day of October 1919, with interest thereon, and this conveyance shall be void if such payments be made as herein specified. But if default be made on any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part their 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 party of the second part their assigns; and out of all the money arising from such sales to retain the amount then due for principal and interest, together with the cost 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 George Schneider and wife, their heirs and assigns.

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

George Schneider (SEAL)  
Emma Schneider (SEAL)

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 4th day of November A.D. 1916, before me Adolph Lotz Jr. a Notary Public in and for said County and State, came George Schneider and Emma Schneider, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan. 29, 1919. (SEAL) Adolph Lotz, Jr., Notary Public.

Recorded Nov., 6th., A.D. 1916, at 10:00 o'clock A.M.

*Donald Lawrence*  
Register of Deeds,  
*Geo. B. Hager*  
Deputy.

For Assignment See Book 54, Page 463.

The foregoing is a true and correct copy of the original instrument as the same is on file in the office of the Register of Deeds, at Eudora, Kansas, this 27th day of November, 1916.

Recorded Nov. 27th 1917  
*Estelle A. Prather*  
Register of Deeds.

Recorded

April 25th 1920

County of Douglas, State of Kansas

day of April A.D. 1920

Registered Deeds

day of April A.D. 1920

day of April A.D. 1920