

names, on the day and year above mentioned.

J. P. Cummings  
T. F. Cummings  
J. F. Cummings  
Mary E. Cummings

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 1 day of November, A.D., nineteen hundred sixteen before me, the undersigned, a Notary Public in and for said County and State, came J. P. Cummings, T. F. Cummings, and J. F. Cummings, brothers and Mary E. Cummings, their sister 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 WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.  
My commission expires Feb. 10, 1918. (SEAL) Zella W. Iliff, \_\_\_\_\_ Douglas County, Kansas.

Recorded Dec., 6th., A.D. 1916; at 4:35 o'clock P.M.

*Floyd L. Lawrence*  
Register of Deeds,  
*Geo. B. Hild*  
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That Edward W. Melville and Mary W. Melville, husband and wife, of the County of Douglas State of Kansas parties of the first part, in consideration of the sum of Eleven Thousand 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 Northeast quarter (NE $\frac{1}{4}$ ) of Section Seven (7), and the North One Hundred Twenty (120) acres of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Eight (8) all in Township Fourteen (14) South, of Range Twenty-one (21) East of the Sixth Principal Meridian, containing in all 280 acres, more or less, according to United States Government Survey.

TO HAVE AND TO HOLD the same, with all the hereditaments and appurtenances thereto 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 or Promissory Note this day made, executed and delivered by said Edward W. Melville and Mary W. Melville to the said Fidelity Trust Company for the sum of Eleven Thousand Dollars, payable on the first day of November A.D. 1923, and bearing interest at the rate of 5 $\frac{1}{2}$  percentum per annum from date, payable annually and evidenced by seven 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 percentum per annum.

The said first 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 Five 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, nor 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 Twelve 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 second party or its assigns, any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred, making an assignment of such 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 of the aforesaid purposes, may, in the name, place and stead of said first parties or assigns, and as 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 statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amount 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 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 first parties contained herein be faithfully

RECEIVED  
\$11,000.00  
THIS FOLLOWING IS DEPOSITED ON THE ORIGINAL MORTGAGE  
Received of *Fidelity Trust Company* the sum of *Eleven Thousand Dollars* in full satisfaction of the within Mortgage.  
(Copy 8-2)  
*Floyd L. Lawrence*  
Register of Deeds  
*Geo. B. Hild*  
Deputy.

Recorded August 14 1922  
by *F. J. Smith*  
Register of Deeds