

Be it remembered, that on this 19 day of December, A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Agnes W. Sinclair, a widow, who is personally known to me to be the same person who executed the foregoing mortgage, and such person 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 Mch 11, 1920. (SEAL) S. D. Mohrman, Notary Public, Franklin County, Kansas.

Recorded Dec., 21st., A.D. 1916, at 4:25 o'clock P.M.

*Royd L. Lawrence*  
Register of Deeds,  
*Lucas, N.Y.*  
Deputy

IN CONSIDERATION OF Seventy-five hundred and no/100 Dollars, William A. Medill and Margaret V. Medill, his wife of Douglas County, State of Kansas, mortgagors, hereby grant, bargain, sell, convey and mortgage unto Minta Gaut of Kansas City, Mo., mortgagee, the following real estate, situated in Douglas County, Kansas, to-wit:

The Northeast quarter (NE $\frac{1}{4}$ ) and the Northwest quarter of the Southeast quarter (NW $\frac{1}{4}$  of SE $\frac{1}{4}$ ) and the East One half of the Southwest quarter (E $\frac{1}{2}$  of SW $\frac{1}{4}$ ) all in Section Ten (10) Township Thirteen (13) Range Nineteen (19) contg 280 acres more or less.

Subject to incumbrance to Commerce Trust Co. of \$14500. bearing interest at 5 3/4 per cent per annum semi-annually.

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances except as above, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said mortgagors William A. Medill and Margaret V. Medill are justly indebted unto said mortgagee in the principal sum of Seventy-five hundred Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable according to the tenor of one certain principal note executed by said mortgagors, bearing even date herewith, payable to the order of said mortgagee on the first day of March 1920 with interest from date until default or maturity, at the rate of six per cent. per annum, and after default or maturity, at the rate of ten per cent. per annum, payable semi-annually both before and after maturity, the installments of interest until maturity being evidenced by six coupons attached to said principal note, and of even date herewith, and payable to the order of said mortgagee, both principal and interest being payable at German-American Bank, Kansas City, Mo. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien, or upon the mortgage or the note or debt secured hereby; and further to pay any taxes, assessments or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay such taxes, assessments or charges, then the holder of this mortgage and note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to pay upon demand the full amount of said advances with interest at the rate of ten per cent. per annum from date of such advancement; and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than \_\_\_\_\_ dollars in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered up unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repay any waste and to take out policies of insurance-fire, to tornado, or both-should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum; mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Non-compliance with any of the agreements made herein by Mortgagor shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required.

The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect the rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness and not obligatory upon him.

Witness our hands this 20th day of December 1916.

William A. Medill  
Margaret V. Medill

State of Missouri, Jackson County, SS.

On this 21 day of December 1916, before the undersigned Notary Public, in and for said County and State, personally came William A. Medill and Margaret V. Medill

For Release See Book 57 Page 443.

for Extension of Lead See Book 62 Page 256

The following is returned on the optional instrument: I am bound in good  
The Government has been paid in full, and this  
Amount is hereby cancelled. \$10.00 day  
of March - A.D. 1925

Recorded Nov. 8 1925  
Ans E. Newman  
 Registrar of Deeds