

to the said Charles H. Luce or order, for value received one note for Eleven Hundred Thirty-seven and 50/100 (\$1137.50/100) dollars due March 1st 1917, with interest from date to maturity at the rate of six per cent per annum, payable semi-annually and one note for Two Thousand (\$2000.00) dollars due August 1st 1917 with interest from date to maturity at the rate of six per cent per annum payable semi-annually. Both of said principal notes are payable at Merchants National Bank, Lawrence Kansas and Bear interest from maturity until paid at the rate of eight per cent per annum, payable semi-annually. Both of said notes are payable on or before the due dates above named, and are dated at Lawrence Kansas. This mortgage is subject and inferior to two other recorded mortgages one being for the principal sum of eight Thousand dollars and one being for the principal sum of Five Hundred Sixty dollars.

Now, If the said Charles W. Hemphill and Birdie B Hemphill shall well and truly pay, or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money or either of them or any part thereof, or any interest thereon, be paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable; if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes and the whole of said sums shall immediately become due and payable; and upon forfeiture of this

Mortgage, on in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the homestead, exemption and Stay laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this mortgage until said notes and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of the insurable value for the benefit of the said party of the second part or his assigns; and in default thereof said party of the second part may at his option effect such insurance in his own name and the premium or premiums, costs, charges and expenses for effecting the same be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part hereby covenant and agree that at the delivery hereof said Birdie B. Hemphill and Charles W. Hemphill her husband are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance thereon 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 his heirs and assigns forever; against the lawful claim of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.  
Executed and Delivered in Presence of

Birdie B Hemphill  
Charles W. Hemphill

State of Kansas }  
County of Douglas } SS:

Be it remembered, That on this Fifth day of February A.D. 1917 before me, the undersigned a Notary Public in and for said County and State came Birdie B. Hemphill and Charles W. Hemphill her husband who are personally known to me to be the identical persons described in and who executed the foregoing Mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

Samuel Kelsall  
Notary Public in and for said County  
and State.

My Commission expires Dec 24 1917

Recorded on the 7th day of February A.D. 1917  
At 11:05 O'clock A.M.

Register of Deeds

Recorded  
April 14<sup>th</sup> 1918  
E. J. Northrup  
Register of Deeds

The following mortgage in full payment of the mortgage in which the mortgagee named here fully satisfy the debt with interest is fully paid, satisfied and discharged, and nothing is due to the holder of this mortgage. Witness my hand and seal of office at Lawrence, Kansas, this 14th day of April 1918 in presence of William S. C. Hemphill, Charles H. Luce.