

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisal of said real estate, and all benefit of the homestead, exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

SIXTH.--In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payment made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Charles Duncan (seal)
Janney Duncan (seal)

STATE OF KANSAS:

:SS

SHAWNEE COUNTY:

Be It Remembered, That on this 21st day of February, A. D. Nineteen Hundred and Seventeen, before me, the undersigned, a notary Public in and for said County and State came Charles Duncan and Janney Duncan, husband and 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, for the uses and purposes therein set forth.

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

E. C. Seger,

Notary Public.

Shawnee County, Kansas.

My commission expires May 24, 1920.

Recorded on Feb. 26th, A. D. 1917,
at 10:10 o'clock, A. M.

Estelle Northrup

Register of Deeds,

Le Ruine Walton
Deputy.

MORTGAGE.

Charles Duncan and Janney Duncan, husband and wife, mortgage and warrant to the Farm Mortgage Company, of Topeka, Kansas, real estate in the County of Douglas and State of Kansas, described as follows, to wit: The North one Half of the North West Fractional Quarter of Section 1, in Township 12, South, of Range 17, East of the Sixth Principal Meridian, containing 80 acres, more or less, according to Government Survey, to secure the payment of \$175.00, due as follows:

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| \$12.50 on the first day of September, 1917. | \$12.50 on the first day of March, 1921. |
| \$12.50 on first day of March, 1918. | \$12.50 on first day of September, 1921. |
| \$12.50 on the first day of September, 1918. | \$12.50 on the first day of March, 1922. |
| \$12.50 on the first day of March, 1919. | \$12.50 on the first day of September, 1922. |
| \$12.50 on the first day of September, 1919. | \$12.50 on the first day of March, 1923. |
| \$12.50 on the first day of March, 1920. | \$12.50 on the first day of September, 1923. |
| \$12.50 on the first day of September, 1920. | \$12.50 on the first day of March, 1924. |

This mortgage is subject and second to a mortgage to The Farm Mortgage Company to secure the payment of \$2,500.00.

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

Witness our hands, this 21st day of February, 1917.

Charles Duncan,
Janney Duncan.

STATE OF KANSAS:

:SS

SHAWNEE COUNTY:

Be It Remembered, That on this 21st day of February, 1917, before me, a Notary Public in and for said County and State, came Charles Duncan and Janney Duncan, husband and wife, to me personally known to be the same persons described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as their voluntary act.

In Testimony Whereof, I have hereunto set my hand and seal, the day and year last above written.

E. C. Seger,

Notary Public.

My commission expires May 24, 1920.
Recorded on Feb. 26th, 1917 A. D.,
at 10:12 o'clock, A. M.

Estelle Northrup

Register of Deeds,

Le Ruine Walton
Deputy.

For Release See Book 62 Page 504

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