

Privilege is given the said parties of the first part, their heirs or legal representatives, to make payments on said principal note, in sums of one hundred dollars, or any multiple thereof, at the maturity of any one of the aforesaid interest coupons and the amount so paid shall be credited on said principal note, whereupon each of said interest coupons, not then matured, shall have a rebate or dit in a sum in proportion to the amount so paid and credited on said principal note.

The foregoing conditions covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the parties of the first part; otherwise to remain in full force and virtue.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals on the day and year first above written.

John Unger (Seal)  
Louisa Unger (Seal)

STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

BE IT REMEMBERED, that on this 23rd day of March, A. D. 1917, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Unger and Louisa Unger his wife, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons 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 Feb. 23, 1918. *LS.* R. M. Morrison  
Notary Public, Douglas County, Kansas.

Recorded on March 29th, A. D. 1917,  
at 9:00 o'clock, A. M.

*Estelle Northrup*  
Register of Deeds,  
*Lo Reine Walton, Deputy.*

#### MORTGAGE:

THIS INDENTURE, Made this 23rd day of March, in the year of our Lord nineteen hundred and seventeen by and between D. K. Henry and Della L. Henry, husband and wife, of the County of Douglas, and State of Kansas, parties of the first part, and The Merriam Mortgage Company, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The Northwest Quarter of Section Twenty-four (24); the North Half of the Southeast Quarter of Section Twenty-three (23) and the East Sixty (60) Acres of the Northeast Quarter of Section Twenty-three (23); all in Township Twelve (12), Range Seventeen (17), East of the Sixth Principal Meridian.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants, and conditions, to wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Seven Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of May, 1924, to the order of the said party of the second part with interest thereon at the rate of 5 1/2 per cent. per annum, payable semi-annually, on the first days of May and November; in each year, according to the terms of interest notes therunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at Liberty National Bank, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings, and improvements on the said premises, in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Eighteen Hundred Dollars in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in re-building.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not

*The foregoing is endorsed on the original instrument.*

*The mortgage is endorsed on the mortgage and the same is duly recorded, the 31st day of March 1917.*

*The Merriam Mortgage Company.*  
*(By F. D. Merriam, Pres.)*

*(Conf. Seal)*

Recorded March 31 1917

*Estelle Northrup*  
Register of Deeds  
*Lo Reine Walton, Deputy.*

*For Return: Please See Book 57 Page 597  
For Return: Please See Book 57 Page 596*

*The following is endorsed on the original instrument:  
The amount secured by this mortgage is ten thousand dollars and the same is duly recorded on the 31st day of May 1917.  
The Quindick Insurance Company of America  
In Witness Whereof*