

ance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, for in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provided that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Sylvester Stull,
Mary B. Stull.

STATE OF KANSAS: COUNTY OF DOUGLAS:SS:

On this 23rd day of April, A. D. 1917, before me, the undersigned, a Notary Public, in and for said County and State personally appeared Sylvester Stull and Mary B. Stull husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and year last above written.
My commission expires Mar. 30, 1921 (LEGAL SEAL) Emma Christensen, Notary Public.

Recorded on April, 27, A. D. 1917,
at 2:40 o'clock, P.M.

Little Northrup
Register of Deeds.
L. J. Quinn Deputy.

MORTGAGE

THE KANSAS TELEPHONE COMPANY TO COMMERCE TRUST COMPANY, Trustee, Kansas City, Missouri. FIRST MORTGAGE DEED OF TRUST Securing \$750,000.00 Six Per Cent Gold Bonds, Dated April 1, 1915, Due 20 years after date.

Names of Parties.

This Indenture, Made and entered into as of the first day of April, A. D. 1915, by and between The Kansas Telephone Company, hereinafter referred to for brevity as the "Telephone Company", a corporation existing under the laws of the State of Kansas, and having its principal office and place of business in the City of Ottawa, Kansas, Party of the First Part; and the Commerce Trust Company, hereinafter referred to as "Trustee", a corporation existing under the laws of the State of Missouri, and having its principal office and place of business in the City of Kansas City, Missouri, Party of the Second Part, Witnesseth:

Recital of Powers of Tel. Company.

Whereas, the Telephone Company is duly authorized and empowered to acquire, construct and hold, maintain and operate, telephone and telegraph lines, plants, systems, and exchanges, and to transact telephone business in the State of Kansas, and elsewhere, and is authorized to acquire and hold such real and personal property and franchises as may be necessary for its corporate purposes, and is fully authorized and empowered to borrow money and to issue its bonds and interest coupons therefor, and to secure repayment of same with interest by mortgage, pledge and conveyance of all its real and personal property and franchises, together with the rents, issues and profits thereof; and

Authority of Stockholders

WHEREAS, at a meeting of the stockholders of said Telephone Company, duly convened and held, at which the holders of all the capital stock of said Company were present, it was unanimously resolved by the stockholders of said Company as follows, to-wit:

Resolution of Stockholders Authorizing Bonds and Mortgage.

Resolved, That The Kansas Telephone Company issue its bonds not exceeding the amount of seven hundred and fifty thousand dollars (\$750,000.00) at such time or times, in such denominations, and payable at such times, as the Board of Directors of this Company may determine, and that to secure the payment of such bonds and interest thereon, a mortgage deed of trust be executed and delivered by this Company to the Commerce Trust Company of Kansas City, Missouri, conveying and mortgaging all of the real and personal property, leaseholds, rights and franchises of this Company, which may now be owned or which may hereafter be acquired by this Company, together with the rents, issues and profits there

Resolution of Stockholders Authorizing Directors

Resolved, That the Board of Directors and officers of this Company be, and they are hereby, authorized and directed to take all necessary action to carry into full and complete effect the foregoing resolution, as in their judgment they may deem proper, and they are authorized to adopt such form of mortgage deed of trust and form of bonds and coupons, as they may deem fit, and execute the same for and on behalf of the Company;

Authority of Directors.

And Whereas, at a meeting of the Board of Directors of said Company, duly convened and held, at which meeting all the Directors of said Company, were present, it was unanimously resolved as follows, to-wit:

Resolution of Directors authorizing Bonds, Fixing Time, etc.

Be It Resolved, For the purpose of providing funds for paying debts and making improvements, additions and extensions to the plant of the Company, and for the purpose of purchasing other telephone plant or plants, or interest therein, or for other lawful purposes, The Kansas Telephone Company do borrow the sum of Seven Hundred and Fifty Thousand Dollars (\$750,000.00) or so much thereof as may from time to time be needed and lawful upon its bonds, payable to bearer or registered holder, to consist of 200 bonds numbered from one (1) to two hundred (200), both numbers inclusive, for Five Hundred Dollars (\$500 each, and 650 bonds numbered from two hundred and one (201) to eight hundred and fifty (850), both numbers inclusive, for One Thousand Dollars, (\$1,000.00) each, all to be date the first day of April, 1915, payable twenty years after their date without grace, with the interest at the rate of six per cent (6%) per annum, payable semi-annually on the first

Recorded
Due 2:30 PM 1917
The following is enclosed in original and
the first secured by this mortgage has been paid in full
and this mortgage is hereby released and cancelled May 21
2019 December 28 1921
Emma Christensen
J. E. Christensen
For Official Release See Book 54 Page 539