

exercised simultaneously, so that the exercise of one or more of said rights or remedies shall not exclude or prevent the exercise of the other or others thereof; (15) That this Mortgage and the Principal and Interest Notes by this Mortgage secured, are made and executed under and are in all respects to be construed by the laws of the State of Kansas; (16) That all the covenants, promises, undertakings, agreements, rights, remedies, privileges, benefits and Obligations by this instrument imposed upon ^{the parties} unto the respective parties hereto, shall respectively extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of said parties; Provided always Nevertheless, That if said first party shall pay all said indebtedness and shall fully keep and perform all the covenants, undertakings, promises and agreements by said first party to be kept and performed, as expressed in this Mortgage or in the Principal and Interest Notes accompanying the same, then this Mortgage shall be void and shall be released according to law at the cost of said first party, otherwise to be in full force and virtue. It is hereby agreed by the second party, That One Hundred Dollars or any multiple thereof may be paid at any interest period on account of the principal of this Mortgage, with a corresponding reduction in interest.

In witness whereof, each of the persons hereinbefore recited as constituting together the party of the first part, has hereunto set his or her hand and seal the day and year first hereinabove written.

John F. Shoemaker, (Seal)
Dora E. Shoemaker, (Seal)

Signed, Sealed and Delivered
in the presence of us,
J. A. Kesler,
Edw. H. Platt

State of Kansas,)
County of Osage,)SS:

Be it remembered, that on this second day of January A.D. 1918 before me, the undersigned, a Notary Public duly appointed, commissioned and qualified in and for the County and State aforesaid, personally came John F. Shoemaker and Dora E. Shoemaker, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony whereof, I have hereunto set my hand and affixed my official seal, at Overbrook in said County, the day and year last hereinabove written.

J. A. Kesler,
Notary Public in and for Osage
County, Kansas.

(L. S.)

My commission expires July 12, 1919.

Recorded January 10, A.D. 1918,
At 2:10 o'clock P.M.

Estelle Northrup,
Register of Deeds,
Ferns Elder,
Deputy.

AMORTIZATION MORTGAGE (Kansas)

This Indenture made this 27th day of December 1917, between I. T. Herd, and Ella Herd, his wife of the County of Douglas and State of Kansas parties of the first part, and THE FEDERAL LAND BANK OF WICHITA, Of Wichita, Kansas, party of the second, Witnesseth: That said parties of the first part for and in consideration of the sum of Seventy-four Hundred (\$7400) Dollars in hand paid, by party of the second part, receipt of which is hereby acknowledged, have granted, bargained and sold by these presents grant, bargain, sell and convey to the said party of the second part, all herein described real estate, lying and situate in the County of Douglas and State of Kansas, to-wit:

The North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Eighteen (18), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian also a 5 acre tract of land described as follows: Beginning at the Northwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Eighteen (18); thence South 10 rods; thence East 80 rods; thence north 10 rods to beginning, containing 85 acres of land, more or less, according to the Government survey thereof.

Together with the privileges, hereditaments and appurtenances thereunto belonging, or in any way appertaining.

The said parties of the first part do hereby covenant and agree with said party of the second part to be now lawfully seized of said premises; and to now have good right to sell or convey the same, and that the same are free of all encumbrances, and warrant the title to the same.

Provided this mortgage is given to secure the payment by the parties of the first part to the party of the second part, at its offices in the City of Wichita, Kansas, of the sum of \$7400, with interest at the rate of five and one half per cent per annum, payable semi-annually, evidenced by a certain promissory note of even date herewith executed by the parties of the first part to the party of

For Release See Book 67 Page 65