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In witness whereof; the said parties of the first part have hereunto set their hands and seals the day and year first above written. John Gottstein Seal

Martha Gottstein. (Seal)

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I hereby certify that on this, the 1st day of Aug. A.D. 1918, before me, the unde signed, a Notary Public in and for said County and State, came John Bottstein and Martha Gottstein, his wife personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same. the under Witness my hand and official seal the day and year last above written.

(L.S.)

My commission expires Dec. 16, 1918. Recorded Sept. 21, 1918. At 8:45 o'clock A.M.

C. E. Cory. Notary Public.

> Setelle Morthrup, Register of Deeds, Turne Flor

This indenture, made this 27th day of July A.D. 1916, between John Gottstein and Martha Gottstein, his wife, Douglas County, in the state of Kansas, of the first part, and The Thomas Mortgage Company, of Emporia, Lyon County, Kansas, of the second part, Witnesseth: that the said parties of the first part, in consideration of the second of Three Hundred and no/100 Dollars, the receipt of which is hereby acknowledged, do by there presents grant, bargain, sell and convey unto said party of the second part, its heirs, assigns or successors, all of the following-described real estate, situated in the County of Douglas, State of Kansas, to-wit:

MORTGAGE.

The west one half $\binom{1}{2}$ of the northwest one-quarter $\binom{1}{2}$ of section six (6), Town-The west one half (3) of the horizons (21); and the west one half (2) of the ship fourteen (14), Range twenty one (21); and the west one half (2) of the northeast one-quarter northeast one quarter (2) of section thirty six (36), Township thirteen (13), Range twenty (20); east of the 6th P.M. and containing in all 160 acres, more or less.

This mortgage is subject, junior and inferior to a mortgage of even date by the parties hereto, payable to the Thomas Mortgage Company. To have and to hold the same, together with all and singular the tenement, here-

ditaments and appurtenances thereto belonging, or in anywise appertaining, forever; provided always, and these presents are upon this express condition, that, whereas, said first parties have this day executed and delivered certain promissory notes to said party of the second part for the sum of Three Hundred and no/100 Dollars bearing even date herewith, payable at the office of The Thomas Mortgage Company, Imporia, Kam Kansas, in equal installments of One Hundred and no/100 Dollars each, the first Annual, in equal installments of one of the second installment on installment payable on the first day of September, 1919, the second installment on the first day of September, 1920, and one installment on the first day of September the first day of September, in each year thereafter until the entire sum if fully paid, And if default be made is the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said notes, and shall draw inter-est at the rate of ten per cent per annum from the date of said notes until fully est at the rate of ten per cent per annum from the date of said notes until fully paid. And the said parties of the first purt further agree that in case they pay the first mortgage upon the above described land (for the negotiation or extension of which this mortgage and the notes hereby secured is given as a commission) before the last date such mortgage or the notes thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of the first mortgage was made Nor if said first parties shall nev or cause to be naid to said narty of the

sums hereby secured in full, as though no such payment of the first mortgage was made. Now, if said first parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, said sum of money in the above-describ-ed notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, ser not paid when the same are by law made due and payable, then the whole of said sum and sums and interest thereon shall, and by these presents do become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

exemption and stay laws are hereby expressly waived. And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except a mortgage of Six Thousand and no/100 Dollars of even date and payable to The Thomas Mortgage Company, and that they will, and their heirs, executors and admin-istrators shall forever warrant and defend the title to said premises against the lawful claims and demands 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.

John Gottstein, Martha Gottstein,