

State of Missouri,)
County of Jackson,) ss.

On this 1st day of April A.D. 1914, before me, the undersigned, a Notary Public duly appointed and qualified for, and residing in said County and State, personally appeared E. C. Cochran to me personally known to be the person who executed the foregoing instrument as Vice Prest. of Fidelity Trust Company and who, being by me duly sworn, did say that he is the Vice Prest of Fidelity Trust Company and that the seal affixed to the foregoing instrument is the corporate seal of said Company, and that the said instrument was signed, sealed and delivered in behalf of said Company, by authority of its Board of Directors, and the said E. C. Cochran acknowledged the execution of said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and for the consideration therein expressed.

Witness my hand and official seal at Kansas City in said County, and State the day and year last above written.

(L.S.)

Charlton H. Hutchison,
Notary Public in and for Jackson County, Mo

My commission expires March 23rd 1918.
Recorded Feb. 15, 1919, /
At 1:15 o'clock P.M.

Estelle Morthaupt
Register of Deeds,
Turner H. H. H.
Deputy.

MORTGAGE.

This indenture, made this 8th day of January in the year of our Lord one thousand nine hundred and nineteen, by and between Joseph H. Dyer (a single man) in the County of Douglas and State of Kansas, party of the first part, and Patrick Fenoughty party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of Ten Thousand \$10,000.00 Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, and to his heirs and assigns, forever, all of the following-described tract, piece, or parcel of land, lying and situate in County of Douglas and state of Kansas, to wit:

All of the south west quarter ($\frac{1}{4}$) of section Fourteen (14) Township Fifteen (15) South of Range Twenty (20) East also the south sixty (60) acres of the west one hundred and twenty (120) acres of the north west quarter of section fourteen (14) Township fifteen (15) South, of Range Twenty (20) East 6th P.M. in the county of Douglas and State of Kansas.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. And the said party of the first part does hereby covenant and agree, that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said Joseph H. Dyer is justly indebted unto the said party of the second part in the principal sum of Ten Thousand \$10,000.00 Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Joseph H. Dyer and payable according to the tenor and effect of his certain first mortgage real estate note, numbered....executed and delivered by the said Joseph H. Dyer bearing date January 8th 1919, and payable to the order of the said Patrick Fenoughty three (3) years after date, at....with interest thereon from date until maturity at the rate of five per cent. per annum, payable semi-annually, on the 8th days of July and January in each year, and six per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to the said principal note, and of even date therewith, and payable to the order of said Patrick Fenoughty at....

Second. Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of six per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments, or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third. Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

For Release See Book 64 Page 55.