

MORTGAGE.

This indenture, made this 19th day of October, A.D. 1918 between Albert P. Baecker and Anna Baecker, his wife, of the County of Douglas, and State of Nebraska of the first part, and The Thomas Mortgage Company (a corporation under and by virtue of the laws of Kansas), of Emporia, Lyon County, Kansas, of the second part,

Witnesseth: that the said parties of the first part, in consideration of the sum of One thousand four hundred and no/100 Dollars to them duly paid, the receipt of which is hereby acknowledged, have granted and sold, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, forever, all of the following-described real estate, situated in the County of Douglas, state of Kansas, to-wit:

The south one half ($\frac{1}{2}$) of the south one half ($\frac{1}{2}$) of the southeast one-quarter ($\frac{1}{4}$) of section ten (10), township fourteen (14), Range twenty one (21), east of the 6th P.M. containing in all 40 acres, more or less.

To have and to hold the same, with all the appurtenances thereto belonging, unto the said party of the second part, its heirs, assigns, or successors, forever; and the said parties 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 from all incumbrance, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. This grant is intended as a mortgage to secure the payment of the sum of One Thousand Four Hundred and no/100 Dollars, lawful money of the United States, made by said THE THOMAS MORTGAGE COMPANY to the said parties of the first part and secured by certain promissory note bearing even date herewith, payable to said The Thomas Mortgage Company, or order with interest and date of payment thereof as specified in said note and coupons thereto attached.

Now, if payment is made as provided, this mortgage shall be released at the cost of the mortgagors, which cost they agree to pay; but if said sum of money or any interest thereon is not paid when due, or if any taxes or assessments now or hereafter levied or imposed in said county or state against said real estate or upon this mortgage or the notes secured thereby, or if any installment of principal or interest of any mortgage or lien prior to this, are not paid when the same are due and payable or if default be made in the agreement to keep said property insured, as hereinafter set forth, then, in either of these cases, the sum hereby secured, with the interest thereon, shall immediately become due and payable, at the option of the mortgagee or assigns, without notice. But the legal holder of this mortgage may, at his option, pay such taxes, assessments, or installments of principal or interest, or charges for insurance, so due and payable, as the mortgagors or assigns shall neglect or refuse to pay, and said amounts, together with interest thereon at the rate of ten per cent per annum, payable semi-annually, shall be an additional lien upon the said mortgage property, and the same shall be secured by this mortgage; and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the second part, its successors or assigns; and the said mortgagee or assigns shall be entitled to the immediate possession of the premises and the rents, issues and profits thereof, and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

Said mortgagors agree to keep the buildings erected or to be erected on said land insured to the amount of.....Dollars to the satisfaction and for the benefit of the mortgagee or assigns, from this time until said date, and liens by virtue thereof are fully paid.

In witness whereof, the said parties of the first part have herunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of: Albert P. Baecker, (seal)
Anna Baecker, (Seal)
G. T. Zimmerman,

The State of Nebraska,)
Douglas County,)ss.

I hereby certify: that on this, the 19th day of November A.D. 1918, before me, the undersigned, a Notary Public in and for said County and State, came Albert P. Baecker and Anna Baecker, 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.

Witness my hand and official seal the day and year last above written.

(Seal shows date of expiration June 19-1924)

Recorded Feb. 21, 1919.
At 10:05 o'clock A.M.

(L.S.)

George T. Zimmerman,
Notary Public.

Estelle Nordrup
Register of Deeds,
Lynn Elora
Deputy.

For Release see Book 57 Page 528
Not Assignment see Book 57 Page 282