

Said first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of Twenty five Hundred Dollars, to the satisfaction and for the benefit of second party, its heirs, assigns or successors, from this time until said note and all liens by virtue hereof are fully paid. Said parties further agree that when this mortgage is fully paid off and satisfied, and a release given by the holder of the same, they will pay for the recording of such release.

It is hereby further agreed that the principal note shall bear interest after the same shall become due and payable, either by maturity or as hereinbefore specified at the rate of ten per cent per annum, payable as stated in the principal note, said interest to be computed upon the amount then remaining due and unpaid upon said notes, from said date until the same shall be actually paid.

And the said first parties hereby waive all stay, valuation, homestead or appraisal laws of the State of Kansas.

In testimony whereof, The said parties have hereunto set their hands the day and year first above written.

Signed, sealed and delivered
in the presence of

C. W. McKeen
Lawrence, Ks.

Daniel Kirby,
Elsie M. Kirby,

State of Kansas,)
Douglas County,) ss.

I hereby certify, that on this, the 5 day of March A.D. 1919, before me, the undersigned, a Notary Public in and for said County and State, came Daniel Kirby and Elsie M. Kirby, 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.

My commission expires Dec. 17, 1922.

(L.S.)

C. W. McKeen,
Notary Public.

Recorded March 6th, 1919, .

At 9:30 o'clock A.M.

Estelle Northrup
Register of Deeds,
Sumner, Kans.
Deputy.

MORTGAGE.

This indenture, made this 22 day of February A.D. 1919 between Daniel Kirby and Elsie M. Kirby, his wife, County, in the State of Kansas, of the first part, and Warren Mortgage Company, of Emporia, Lyon County, Kansas, of the second part,

Witnesseth: that the said parties of the first part, in consideration of the sum of Five Hundred Twenty Five Dollars, the receipt of which is hereby acknowledged do by these 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:

The Northeast quarter of section thirty-three, township Twelve South, Range Nineteen East of the 6th P.M. except the East half of the Northeast quarter of the Northeast Quarter.

To have and to hold the same, together with all and singular the tenements, hereditaments 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 a certain promissory note to said party of the second part for the sum of Five Hundred Twenty Five Dollars, bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas in equal installments of Thirty seven & 50/100 Dollars each, the first installment payable on the first day of Sept. 1919, the second installment on the first day of Mch 1920 and one installment on the first days of sept and Mch in each year thereafter until the entire sum is fully paid. And if default be made in 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 note, and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid.

And the said parties of the first part 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 note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise effect this mortgage or the note thereby secured, but that they will pay 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-described note 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, are not paid when the same are by law made due and payable, then the whole of said sum or sums of money, or any 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 appraisalment, exemption and stay laws are hereby expressly waived.

This Release

was

on the original

Mortgage

and

entered

at

the office of

the

Register of Deeds

of

Douglas County

Kansas

on

the

day of

March

1919

at

9:30

o'clock

A.M.

in

the

presence

of

C. W. McKeen

Notary Public

at

Lawrence, Ks.

and

in

the

presence

of

Daniel Kirby,

Elsie M. Kirby,

and

Warren Mortgage Company,

of Emporia,

Lyon County,

Kansas,

of the

second

part,

and

the

first

part,

in

consideration

of

the

sum

of

Five

Hundred

To Value Received, whereby acknowledged full payment by the debt mentioned herein and complete satisfaction of the within mortgage and hereby authorized the same shall be charged by record.

Dated this 4th day of March AD 1926

Warren Mortgage Company

By Wm A. Lawrence

Corp Seal