

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 11th day of March A.D. 1919, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John Wimmer and Mary E. Wimmer, 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 executed of the same.

In testimony whereof, I have hereunto set my hand, and affixed my official seal, the day and year last above written.

Anna Buchanan,
Notary Public.

Commission expires June 27, 1920.

(L.S.)

Recorded March 12, 1919,

At 10:30 o'clock A.M.

Estelle Noschup
Register of Deeds,
Lorne Flora
Deputy.

MORTGAGE

THIS INDENTURE, made the 18th day of February A. D. 1919, between Lesley A. Cunningham and Mabel E. Cunningham, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and BARTLETT BROTHERS LAND AND LOAN COMPANY, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part,

WITNESSETH, that the said party of the first part, in consideration of the sum of Eleven Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the county of Douglas and State of Kansas, to wit:

The Northwest fractional quarter of section six (6), in township twelve (12), of range twenty (20), except the following tract of land: Beginning at the Northwest corner of said Northwest fractional quarter of section six (6), thence South fifty (50) rods, thence East one hundred fifty-seven (157) rods, thence North fifty (50) rods, thence West one hundred fifty-seven (157) rods to place of beginning. Containing one hundred eight (108) acres.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenant - that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$11,000.) Eleven Thousand Dollars, on the first day of March A. D. 1924, with interest thereon at the rate of six percent. per annum, payable on the first day of March and September in each year, together with interest at the rate of ten per cent. per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of seven promissory notes bearing even date herewith, executed by the said party of the first part three of said notes being for the sum of \$1000. each and four for \$2000. each and payable at the office of said Company, in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part, otherwise to remain in full force and effect.

AND the said party of the first part do - hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

AND the said party of the first part do - further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$1000. in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten percent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

AND the said party of the first part do - further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory notes

Recorded - April 11, 1919
Shawnee County, Mo.
By A. L. Bartlett - Vice President

affixed & acknowledged
March 12, 1919
Bartlett Brothers Land & Loan
Company, Inc.
St. Joseph, Mo.

The following is extracted from the original instrument:
Full payment of the debt secured by the foregoing mortgage, and satisfaction of the liability of said party of the first part, its successors or assigns, to the said party of the second part, its successors or assigns, shall be deemed to be payment of the debt hereby secured.