

at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

IN WITNESS WHEREOF, the said party of the first part have hereunto set their hands the day and year first above written.

Lesley A. Cunningham
Mabel E. Cunningham

STATE OF KANSAS,
(COUNTY OF SHAWNEE) SS.

On this 26th day of February A. D. 1919, before me, a Notary Public, in and for said County, personally appeared Lesley A. Cunningham and Mabel E. Cunningham, his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

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

I. L. Petzer
Notary Public
(L. S.)

My commission expires July 29th, 1919
Recorded March 12, 1919
At 5: 30 o'clock P. M.

Estelle Nowhrup
Register of Deeds
Lura Lane Deputy

THIS MORTGAGE, Made this 12th day of March, in the year of Our Lord One Thousand Nine Hundred and Nineteen, by and between L. A. Cunningham and Mabel E. Cunningham, his wife, of the county of Douglas, and State of Kansas, parties of the first part, and M. E. Wagoner, party of the second part.

WITNESSETH: That said parties of the first part for and in consideration of the sum of four Thousand (\$4000.00) Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to her heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the county of Douglas and State of Kansas, to-wit:

All of the north west fractional quarter of Section six (6), in Township Twelve (12) of Range twenty (20), except the north fifty (50) acres thereof, being one hundred and ten acres, more or less; together with all crops of every kind which shall be planted and grown on said land prior to the payment of the promissory notes hereinafter mentioned; subject, however as to the land above described, to a mortgage thereon securing an indebtedness of Twelve Thousand Dollars and interest.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, L. A. Cunningham and Mabel E. Cunningham, his wife, the said parties of the first part have this day made, executed and delivered to the said party of the second part two promissory notes of even date herewith, by which they promise to pay to the said M. E. Wagoner or order, for value received a total sum of four thousand dollars, one note for two thousand dollars due August 15, 1919, with interest from date until paid at the rate of six per cent per annum, payable semi-annually, and the other note for two thousand dollars falling due two years after date, with interest at the rate of six per cent per annum from date until paid. Said two promissory notes being for a part of the purchase price of said real estate, this day sold and conveyed by said M. E. Wagoner to said parties of the first part above named.

NOW, If the said L. A. Cunningham and Mabel E. Cunningham, his wife, shall well and truly pay or cause to be paid, the sum of money in said notes mentioned, with the interest thereon, according to the tenor and effect of said notes, then these presents shall be null and void. But if said sums of money or either of them or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sums and interest shall, at the option of said party of the second part or assigns, by virtue of this mortgage, immediately become due and payable, or, if the taxes and assessments of every nature which are or may be assessed against said land, appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said notes, and the whole of said sums shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part, her heirs, executors, administrators and assigns, shall be entitled to a judgment for the sums due upon said notes and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, all benefits of the Homestead Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands insured in some responsible insurance company duly authorized to do business in the state

The information herein is furnished for the purpose of recording and is not to be construed as a warranty of the accuracy of the same.

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, State of Kansas, at Topeka, Kansas, on March 12, 1919.

Recorded Dec. 10 1922

Estelle Nowhrup
Register of Deeds
Lura Lane Deputy

M. E. Wagoner

Earl Shedd

Recorded April 17 1919

By A. J. Ruffert, Notary Public for Douglas County, Kansas

The following is a copy of the original instrument as recorded in the office of the Register of Deeds, State of Kansas, at Topeka, Kansas, on March 12, 1919.