

State of Kansas,)
County of Douglas,) ss.

Be it remembered, That on this 17th day of March A.D. 1919, before me, a--- in and for said County and State, came Frank Anderson and Lois Anderson, his wife to me personally known to be the same persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution thereof.

In witness whereof, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Jan. 23, 1920.

(L.S.)

C. M. Mantor,
Notary Public.

Recorded March 17, 1919,

At 3:00 o'clock P.M.

Estelle Rothaupt
Register of Deeds,
Fernando
Deputy.

MORTGAGE.

This indenture, made this 17th day of March A.D. 1919, between Walter B. Pine and Augusta A. Pine, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Bank, a corporation under the laws of the state of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, that the said parties of the first part, in consideration of the sum of Four Thousand and no/100 (\$4,000.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:

Beginning at the Northeast corner of the Northwest quarter of Section Sixteen (16), Township Twelve (12) Twenty (20); thence South Forty-six and one-half rods; thence west thirty-seven rods; thence North Three and one half rods; thence West Ten rods; thence south Thirty-seven rods; to the south line of the North half of said quarter section; thence West to a point where the center channel of a creek intersects said south line being about One Hundred (100) rods east of the west line of said quarter section; thence northwesterly up the channel of said creek to the west line of said quarter section, being about Fifty rods south of the northwest corner of said quarter section; thence north about fifty rods to the northwest corner of said quarter section; thence east one hundred sixty rods to the place of beginning. Also the southwest quarter of the southwest quarter of section Nine, Township Twelve, Range twenty less one acre out of the north west corner thereof sixteen rods east and west by ten rods north and south for school lot; all containing one hundred (100) acres more or less.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto 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 or assigns forever; and the said parties of the first part hereby covenant that at the delivery hereof 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 parties 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 Four Thousand and no/100 (\$4,000.00) Dollars, on the 17th day of March A.D. 1924, with interest thereon at the rate of six per cent annum, payable semi-annually on the 17th days of September and March 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 a certain promissory note, and ten coupon interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said bank in Lawrence, Kansas, or such other place of the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; 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 parties of the first part, otherwise to remain in full force and effect.

And the said parties 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, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

Recorded Jan 16 1922

Estelle Rothaupt
Register of Deeds

Carroll

Wm. H. Haskins

The following mortgage was duly recorded in the office of the Register of Deeds, Douglas County, Kansas, on the 16th day of January A.D. 1922. Witness my hand and official seal this 16th day of January A.D. 1922. Wm. H. Haskins, Register of Deeds.