State of Illinois, County of Cook, ) 55. Be it remembered that on this 12th day of July, 1919, before me, the undersigned a Notary Public within and for the County and State aforesaid, came M. A. Morrison, President of Eleredale Oil Company, a corporation duly organized, incorporated and existing under the laws of the Stite of Delaware, who is personally known to me to be such officer and who is personally known tone to be the same person who executed. as such officer and who is personally known tone to be the same person who executed. as such officer the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation. In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

A. Louis Flynn, Notary Public, Cook County, My commission expires June 23, 1920. (L.S.)

State of Illinois, )

Es it remembered that on this 12th day of July, 1919, before me, the undersigned a Notary Public within and for the County and State aforesaid, came Louis B. Clarke, Vice President of Continental and Commercial Trust and Savings Bank, a corporation duly organized, incorporated and existing under the laws of the State of Illinois, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument of writing, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

> E. H. Gundaker, Notary Public, Cook County, Illinois

> > Estelle Morthruf, Register of Deeds,

Fine Flora Deputy.

Illinois.

315

My commission expires November 30, 1921. (L.S.)

Recorded Jul 21, 1919, \* At 9:31 o'clock A.M.

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Scorded

## MORTGAGE.

This indenture, made this 21st day of July A.D. 1919, between Luetta Warner and D. H. Warner, husband and wife of the County of Shawnee and State of Kansas parties f of the first part, and The Farmers State & 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 One Thousand and no/100 (31,000.00) 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: The South Sixty (60) acres of the East half (½) of the South east quarter of Section Twenty-two (22), Township Thirteen (13), Rnge Eighteen (18), in

Doiglas County Kansas. 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 covenants 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 Cne Thousand and no/100 (\$1,000.00) Dollars, on the 21st day of July A.D. 1922 with interest thereon at the rate of six per cent per annum, payable semi-annually on the 21st days of January and July 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 six 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 back, in Lawrence, Kansas, or such other place as 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 morgage 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 cum and interest above specified, in manner aforesaid together with all the 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 out second pars may make any payments necessary to remove or extinguish any prior or out-standing 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 fore-close this mortgage.