

In Testimony Whereof, The said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of

Charles W. Nelson, (Seal)  
Mary Ellen Nelson, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, That on this 9th day of August A.D. 1919, before me a Notary Public in and for said County and State, came Charles W. Nelson and Mary Ellen Nelson his wife to me personally known to be the same persons who executed the within instrument, and duly acknowledged the execution of the same.

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

My commission expires April 10 1923.  
Recorded August 9, 1919,  
At 4:30 o'clock P.M.

(L.S.)

A. F. Flinn,  
Notary Public.

*Estelle Northrup*  
Register of Deeds,  
*Frank Flinn*  
Deputy.

# MORTGAGE.

This Indenture, Made this 5th day of August A.D. 1919 between J. H. Plattner and Sallie D. Plattner, his wife, of Grand Pass, Saline County, Missouri., 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 acknowledged, have granted and sold, and by these presents, do Grant, Bargain, Sell and Convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of .....County of Douglas, State of Kansas, to-wit:

The Southeast quarter (SE $\frac{1}{4}$ ) of section ten (10) and the North Half (N $\frac{1}{2}$ ) of Northeast quarter (NE $\frac{1}{4}$ ) of Section Fifteen (15), all in Township Thirteen (13), Range Twenty (20) East, containing two hundred and forty (240) acres more or less.

To have and to hold the same, with all the appurtenances thereunto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties do hereby covenant and agree, that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free from all encumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon this express condition, that, whereas, the said first parties justly indebted unto said Warren Mortgage Company in the principal sum of Fourteen Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said parties and secured by a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of 5 $\frac{1}{2}$  per cent per annum from 1914 until fully paid; interest to be paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dates herewith attached to said principal note, principal and interest payable at The Fourth Atlantic National Bank of Boston, Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest on it, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured, as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupon or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable, at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior of outstanding lien or encumbrance, so due and payable, which the mortgagor or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first parties, and the amounts so charged, together with interest at the rate of ten per cent, per annum, payable as stated in the principal note, shall be an additional lien upon the said mortgaged property, and the said mortgagee, its heirs assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Said first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of Fourteen 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 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 herein before 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.

The following is a true and correct copy of the within instrument:

*For value received New York Life Insurance Company hereby acknowledges full payment of the debt mentioned herein, and complete satisfaction of the within mortgage, and hereby assigns the same discharged of record.*  
*Dated this 4th day of August A.D. 1926.*  
*Wm. York Rye, Insurance Company*  
*By Alfred J. Allen, Vice President.*

(Corp Seal)

Recorded Aug. 1926  
Shal E. Weelmann  
Register of Deeds

For Assignment See Book 15 Page 129

Recorded Dec. 3rd 1923

6/3/1926

Shal E. Weelmann  
Register of Deeds