

MORTGAGE.

This Indenture, Made this 1st day of September 1919, between A.E.Ice and Linna P. Ice, his wife, of Shawnee County, in the State of Kansas, of the first part, and The Topeka State Bank, a corporation, of Shawnee County, in the State of Kansas, of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Six Thousand and no/100 Dollars, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, sell and convey, unto the said party of the second part, its heirs and assigns, all the following-described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

The South Half (1/2), of the Southwest Quarter (1/4), of Section Sixteen (16), The South Half (1/2), of the Northwest Quarter (1/4) of Section Twenty-one (21). The South Sixty (60) acres of the Southeast Quarter of Section Seventeen (17), also, commencing at the Northeast corner of the Northeast Quarter of Section Twenty (20), thence running South along the East line of said Northeast Quarter of Section Twenty (20), 66 rods and 4 feet; thence West to the Center of Wakarusa Creek, thence Northeasterly with center of said creek to the North line of said Northeast Quarter (1/4), of said Section Twenty (20); thence East with said North line to place of beginning. Also the West One-fourth of the Southwest Quarter (1/4), of Section Twenty-one (21). Also, a right-of-way 14 feet in width along the West side of the North Half (1/2), of the Northwest Quarter (1/4), of Section Twenty-one (21), aforesaid and along the East side of Wakarusa Creek through the North Half (1/2) of the South West Quarter (1/4), of Section Sixteen (16), aforesaid to a point about 15 rods South of the North line of said Southwest Quarter (1/4), of section Sixteen (16), and from that point in a Northeasterly direction to a point on said North line about ten (10) rods East of center of said creek, all being in Township Thirteen (13), South of Range Eighteen (18) East of the Sixth Principal Meridian, containing Two Hundred and Seventy-four (274) acres more or less.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anyway appertaining, forever: Provided, Always, and these presents are upon this express condition, that whereas, said A. E. Ice and Linna P. Ice, his wife have this day executed and delivered 12 certain promissory notes in writing to said party of the second part, of which the following is a description:

- One Note dated September 1st, 1919, due March 1st, 1920, \$500.00,
- One Note dated September 1st, 1919, due September 1st, 1920, \$500.00,
- One Note dated September 1st, 1919, due March 1st, 1921, \$500.00,
- One Note dated September 1st, 1919, due September 1st, 1921, \$500.00,
- One Note dated September 1st, 1919, due March 1st, 1922, \$500.00,
- One Note dated September 1st, 1919, due September 1st, 1922, \$500.00,
- One Note dated September 1st, 1919, due March 1st, 1923, \$500.00,
- One Note dated September 1st, 1919, due September 1st, 1923, \$500.00,
- One Note dated September 1st, 1919, due March 1st, 1924, \$500.00,
- One Note dated September 1st, 1919, due September 1st, 1924, \$500.00,
- One Note dated September 1st, 1919, due March 1st, 1925, \$500.00,
- One Note dated September 1st, 1919, due September 1st, 1925, \$500.00,

All payable to and at the Topeka State Bank, Topeka, Kansas, with interest as stated in the original note.

(signed) A. E. Ice, Linna P. Ice.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its heirs or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same; and keep the buildings erected and to be erected upon the lands above conveyed insured against loss or damage by fire, in at least the sum of Fifteen Hundred Forty and no/100 Dollars, and by insurers, and at some insurance office to be approved by said party of the second part, and assigns the policy and certificates thereof to the said party of the second part, (and in default of said insurance, it shall be lawful for said party of the second part to effect such insurance, and the premium or premiums paid for effecting the same, together with the costs and charges incident thereto, with interest thereon at the rate of ... per cent. per annum from the date of payment thereof until paid, shall be a lien upon said mortgaged premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage,) then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed or levied against said premises or any part thereof are not paid when the same are by law made due and payable; and if said insurance is not effected, and the policy and certificates are not assigns, as aforesaid, then, and upon default of these provisions and covenants, or any or either of them, the whole of said sum or sums and interest thereon shall, and by these presents, become due and payable, and said party of the second part shall be entitled to the possession of said premises. And the said part of the first part further agree, upon default of the above covenants and conditions, or any or either of them, to pay the sum of...and Dollars, for the mortgage or assigns, as attorney's fees for foreclosure of this mortgage, which sum shall be a lien upon said premises, added to the amount of said obligation, and secured by these presents, and shall be included in and operate as a part of the judgment upon foreclosure of this mortgage.

Appraisement waived.

Recorded Oct - 10 - 1927
D. E. Wallman
Register of Deeds
By Dep

Received of A. E. Ice and Linna P. Ice wife
the sum of Six Thousand and no/100 Dollars, in full
satisfaction of the within Mortgage.
Topeka, Kansas, September 6, 1927
J. S. Gray, Vice President
Topeka State Bank, Topeka, Kans.

5600.00
copy seal