

MORTGAGE.

This indenture, Made this 31st day of December A.D. 1919 between Arthur Eisele a single man and Christina Eisele, his mother, a widow Douglas County, in the State of Kansas, 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 of One Hundred Seventy five and 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, sell and convey unto said party of the second part, its heirs, assigns or successors, all of the following-described real estate, situated in the County of Leavenworth & Douglas, State of Kansas, to wit:

The Southwest Quarter of the Southwest Quarter of Section Twenty eight (28), Township Twelve (12), Range Twenty-one (21), East of the 6th P.M., in Leavenworth County. And, beginning at a point 462 feet West of the Southeast Corner of Section Twenty Seven (27), Township Twelve (12), Range Twenty one (21), East of the 6th P.M. in Douglas County, and running thence West 535.6 feet; thence due North to the bank of the Kaw River; thence in a southeasterly direction following the bank of the Kaw River to a point 492 feet West of the East line of said Section Twenty-seven (27) thence South 3413.3 feet to place of beginning.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever; Provided, Always, and these presents are upon this express condition, that, whereas, said first parties have this date executed and delivered a certain promissory note to said party of the second part for the sum of One Hundred Seventy-five & 00/100 Dollars, bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Twelve & 50/100 Dollars each, the first installment payable on the first day of September 1920; the second installment on the first day of March 1921 and one installment on the first days of March and September in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or of the legal holder of said note, and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above described land, (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise effect this mortgage or the note thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of the first mortgage was made.

Now, if said first parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, said sum of money in the above-described note mentioned, together with the interest thereon, according to the term and tenor of the same, then these presents shall be wholly discharged and void, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage or any part thereof, or any interest thereon is not paid when the same is due, or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and any interest thereon shall, and by these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisalment, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Five Thousand Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

Attest:

Arthur Eisele,
Mrs. Christina Eisele,

State of Kansas, Douglas County, ss.

Be it remembered, that on this, the 2nd day of January A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Arthur Eisele a single man and Christina Eisele his mother a widow, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written:

My commission expires Dec. 16, 1922.

(L.S.)

C. E. Cory,
Notary Public.

Recorded January 6, 1920.
At 11:47 o'clock A.M.

Estelle Nothrup,
Register of Deeds,
Furness, Iowa
Deputy.

The following is endorsed on original instrument.
for Value received - hereby acknowledge full payment of the debt mentioned herein, and complete satisfaction of the within mortgage and hereby authorize the same exchange of record.
Dated this 1st day of January A.D. 1920.

Warren Mortgage Company
By W.C. Brown
Cashier.

Recorded March 23 1921
J. E. Wellman,
Register of Deeds

In Extension Agreement
Dec. Book 6 p. 199, 534.
Reg. Book 1st Extension of G.
for Extension Dec. 1919, 51 p. 10505