discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons 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. Put the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or 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 mortgage 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 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 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 hereinbefore 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.

And the said first parties hereby waive all stay, valuation, homestead or appraisement laws of the State of Kansas.

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

Signed, sealed and delivered in the presence of:

Gideon Neis,
Lottie Neis,

State of Kansas, Douglas County, ss.

I hereby certify, that on this, the 2nd day of Jan. A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Gideon Neis and Lottie Neis his wife, 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 Jan. 6, 1920,
At 12:02 o'clock P.M.

Estelle Newhart
Register of Deeds,
Verne Flora
Deputy.

MORTGAGE.

This indenture, Made this 24 day of December A.D. 1919 between Gideon Neis and Lottie Neis his wife,.... 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 Twenty five 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 Douglas, State of Kansas, to wit:

The East Half of the Southeast Quarter of Section Twenty-eight, and all of Lot three of the Southeast Quarter of Section Twenty-eight, being all that part of the Northwest Quarter of the Southeast Quarter lying East of the Kansas River; and all that part of Lot Two of the Northeast Quarter of Section Twenty-eight described as follows; commencing at the Southeast corner of the Southwest Quarter of the Northeast Quarter of Section Twentyeight, thence North 20 rods 12 links, thence West to the East bank of the Kansas River, thence down the east bank of said river to the south line of the Northeast Quarter t thence East to beginning; also the following described tract of land in Lot Four, being the Southwest Quarter of the Southeast Quarter described as follows: Beginning at the Northeast corner of the Southwest Quarter of the Southeast quarter of Section Twenty-eight, thence West 63 rods to the east bank of the Kansas River thence South on the east bank of the Kansas River 7.25 rods thence east 3 rods, thence North 5 rods thence east to the east line of the Southwest Quarter of the Southeast Quarter thence North to place of beginning. Also the following described tract of land in the Northeast Quarter of Section Thirty-three, beginning at the Northeast corner of the Northeast Quarter, thence West 60 rods thence South 40 rods thence East 60 rods thence North to beginning all of the above described land being in Township Twelve South, Range Twenty-one East of the 6th P.M.

To have and to hold the same, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever Provided, Always, and these presents are upon this express condition, that, whereas, said first parties have this day executed and delivered a certain promissory note to said party of the second part for the sum of One Hundred Twenty Five Dollars, bearing a even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installment of Twelve & 50/100 Dollars each, the first installment payable on the first day of Sept 1920, the second installment on the first day of Mch 1921, and one installment on the first days of Sept and Mch in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said

For this release see Page 396

For value Received, we hereby acknowledge full payment of the within mortgage and authorize the same to be released of record. Witness our hand this 12th day of October A.D. 1925.

Attest: -

Warren Mortgage Company
By Wm. R. Taylor, Treas.