

installments when due or any part thereof, then all unpaid installments shall become 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 terms 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 appraisement, 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.

Gideon Neis,
Lottie Neis,

State of Kansas, Douglas County, ss.

Be it remembered, 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, 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 Jan'y 6, 1920,
At 12:05 o'clock P.M.

Edwin Marchup,
Register of Deeds,
Fernand L. Lora,
Deputy.

MORTGAGE.

This indenture, Made this 24th day of December A.D. 1919 between Benjamin Neis and Alvena Neis, his wife, 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 Five Thousand & 00/100 Dollars, paid by the second party, the receipt of which is hereby 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 Eudora County of Douglas State of Kansas, to wit:

The West Fractional Half of the East Fractional Half, less the East Fifteen acres thereof, in Section Twenty-seven (27) Township Twelve (12) South, Range Twenty one (21), East of the 6th P.M.

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 owner 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 are justly indebted unto said Warren Mortgage Company in the principal sum of Five 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 one certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of 5 1/2 per cent per annum from March 1, 1920 until fully 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

Recorded October 10, 1923

Clad E. McLean
Register of Deeds

(Copy clad)

The Value Received. The hereby acknowledge full payment of the debt mentioned herein and complete satisfaction of the within mortgage, with hereby authorize the same discharged of record. Dated this 11th day of September A.D. 1923. By Wm A. Jackson. Secy.

The following is referred to in the original instrument.