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Douglas County, ) Be it remembered, that on this 1 day of Dec. A.D. 1916 before me, Ethel Huff a Notary Public in and for said county and State, came W. M. Clark, guardian, to me personally known to be the same person who executed the foregoing instrument of writing 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 Aug. 7, 1919.

Ethel Huff, Notary Public.

of Deeds,

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Recorded Jan. 14, 1920, At 8:10 o'clock A.M.

State of Kansas,

## MORTGAGE.

This indenture, made this Eighth day of January, A.D. 1920, between John C. Wilson and Cora May Wilson, (his wife) of the first part, and WARREN MORTGAGE COMPANY, of Emporia, Lyon County, Kansas, of the second part.

(L.S.)

Witnesseth: That the said parties of the first part, in consideration of the sum of Four Thousand Three Hundred and no/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, allof the following-described real estate, situated in the Township of Palmyra County of Douglas, State of Kansas, to wit:

The West Half  $(\frac{1}{2})$  of the Southeast quarter  $(\frac{1}{4})$  of Section Three (3), Twp. Rourteen (14), Range Twenty (20) East of the Sixth P.M. containing 80 acres

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 are justly indebted unto said Warren Wortgage Company in the principal sum of Four Thousand Three Hundred and No/100 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% per cent per annum from March 1st, 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 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, 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 or outstanding lien or encumbrance, so due and payable, which the mortgagors 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 or porety, and the said mortgage, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediately cause this mortgage to be foreclosed, and shall be entitled to the immediately cause this mortgage to be foreclosed, and shall be entitled to the immediately cause this mortgage to be foreclosed, and shall be noticed to the second.

Said first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of One Thousand and no/100 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 mortgages is fully paid off and satisfied, and a release given by the holder of the same they will new for the nearching of and successors.

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 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. 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 JOhn C. Wilson, Cora May Wilson, \$99