

notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him.

Witness our hands this First day of January 1920,

Executed and delivered in presence of

Dudley C. Asher,
Nellie K. Asher,

C.E. Shearer

State of Kansas,)
Douglas County,) ss.

On this 2nd day of January 1920, before the undersigned Notary Public, in and for said County and State, personally came Dudley C. Asher and Nellie K. Asher, his wife, to me known to be the same persons described in, and who executed the foregoing instrument, and acknowledged the execution of the same.

Witness my hand and notarial seal.

A. F. Flinn,
Notary Public.

My commission expires April 10, 1923.

(L.S.)

Recorded Jan. 27, 1920, .
At 11:55 o'clock A.M.

Estelle Neuhaupt,
Register of Deeds,
Furness
Deputy.

Mortgage.

This indenture, Made this 26th day of December in the year of our Lord, one thousand nine hundred and nineteen between Ray Denver Stewart and Lydia May Stewart, his wife, of Centropolis, in the County of Franklin and State of Kansas, of the first part, and Elmer Underwood of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Sixty eight hundred & No/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Franklin & Douglas Countys, Kansas, and described as follows, to wit:

South half of Northwest quarter (S $\frac{1}{2}$ of NW $\frac{1}{4}$) of Section twenty (20), Township fifteen (15), Range nineteen (19), Franklin County; also West half of Southeast quarter (W $\frac{1}{2}$ of SE $\frac{1}{4}$), section eighteen (18), Township fifteen (15), Range nineteen (19), Douglas County, containing in all 160 acres more or less. Buildings on said land to be kept insured against loss by fire, lightning and tornado to the amount of \$1200.00 and loss payable to the holder of this mortgage during the continuance of this loan.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 therein free and clear of all encumbrances.

This grant is intended as a Mortgage to secure the payment of the sum of Sixty eight hundred & no/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said Ray Denver Stewart and Lydia May Stewart to the said party of the second part Bond due Feb. 1, 1925 with interest according to the tenor of ten interest coupons thereto attached. Principal and interest payable at the Bankers Trust Company, New York, N.Y., and subject to 10% interest after maturity. And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

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

Signed, sealed and delivered
in presence of

Ray Denver Stewart, (Seal)
Lydia May Stewart, (Seal)

Recorded
March 14th 1922
Wm. E. McManis
Register of Deeds

This foregoing instrument is the original instrument. The within mortgage having been paid in full it is hereby returned on the original instrument this 14th day of January A.D. 1923
Elmer Underwood