

received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth, In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said parties agree to pay to the said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent. per annum.

In Testimony Whereof, the said parties of the first part have hereunto subscribed their names and affix their seals on the day and year above mentioned.

Executed and delivered
in presence of

J. D. McNeill,

George J. Broers, (Seal)
Anna A. Broers, (Seal)
Adolph Lotz Jr., (Seal)
Clara Lotz, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 26 day of February A.D. nineteen hundred and twenty, before me, the undersigned, a Notary Public in and for said County and State came George J. Broers and Anna A. Broers, his wife and Adolph Lotz Jr., & Clara Lotz, his wife, whom are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires Dec. 4th, 1922.
Recorded March 1st, 1920.
At 2:40 o'clock P.M.

(L.S.)

F. C. Starr,
Notary Public Douglas County,
Kansas.

Estelle Nordrup
Register of Deeds,
Topeka, Kan.
Deputy.

MORTGAGE.

This indenture, made this 20 day of January A.D. 1920 between Carl Neis and Mattie 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 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 Half of the West Half of Section Twenty seven, Township Twelve South, Range Twenty one 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 deliver 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 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 a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of 5½ 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 place as the legal holder may in writing designate.

Recorded

March 11, 1920

Estelle Nordrup
Register of Deeds,
Topeka, Kan.

(Seal)

Warren Mortgage Company,
By J. H. A. Lusk,

*This following is endorsed on the original instrument
It is hereby acknowledged, that the foregoing is a true and correct copy of the original instrument, as the same was presented to me for recording, and that the same was duly recorded in the office of the Register of Deeds, Topeka, Kansas, on the 11th day of March, 1920.*

This following is endorsed on the original instrument