

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 against 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 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 part, 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 mortgager 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 mortgages, 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 and of the rents, issues and profits thereof.

Said first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of One Thousand 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 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:

Carl Neis,
Mattie Neis,

State of Kansas, Douglas County, ss.

I hereby certify that on this, the 31st day of Jan A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Carl Neis and Mattie 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 March 1, 1920,
At 5:05 o'clock P.M.

Estelle Dorschke
Register of Deeds,
Jerry Flannery
Deputy.

MORTGAGE.

This indenture, Made this 20 day of January A.D. 1920 between Carl Neis and Mattie Neis his wifeCounty, 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 Seventy 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 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, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever; Provided, Always, and these presents are upon this express condition, that, whereas, said first parties have this date executed and delivered a certain promissory note to said party of the second part for the sum of One Hundred Seventy Five Dollars, bearing 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, and 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 installments when due or any part thereof, then all unpaid installments shall become immediately 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.

The following is endorsed on the original instrument.

For value received, the duly acknowledged full payment of the debt mentioned herein, and complete satisfaction of the indebtedness of the within mortgagor and hereby mortgagee, the same is hereby acknowledged of record. Dated this 31st day of March A.D. 1921.

Warren Mortgage Company, Inc. (Cor Seal) By John D. Barker, Cashier

Recorded March 16, 1921

Estelle Dorschke

Register of Deeds

Jerry Flannery

Deputy

Recorded March 16, 1921

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Jerry Flannery

Deputy

Warren Mortgage Company, Inc.

By John D. Barker, Cashier

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