

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 appraisal 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.

Richard C. Seele,  
Mrs. Elizabeth Seele,

Signed sealed and delivered  
in the presence of

State of Kansas, )  
Pottawatomie County, )ss.

I hereby certify, that on this, the 5th day of March A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came Richard C. Seele and Elizabeth Seele (husband and 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 June 22, 1922.

(L.S.)

Thos. F. Collins,  
Notary Public.

Recorded March 8, 1920.  
At 2:40 o'clock P.M.

*Estlin Northrup*,  
Register of Deeds,  
*Ferns H. H.*  
Deputy.

MORTGAGE.

This indenture, Made this 2 day of March A.D. 1920 between Richard C. Seele and Elizabeth Seele, his wife Wabaunsee County, 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 Ninety 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 East Fifty Acres of the North Sixty Acres of the East One Hundred Acres of the Southwest quarter, and the Southeast Quarter of the Northwest quarter of Section Twenty-seven, Township Twelve South, Range Nineteen 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 day executed and delivered a certain promissory note to said party of the second part for the sum of One Hundred Ninety Five Dollars, bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Thirty-nine Dollars each, the first installment payable on the first day of March 1921, the second installment on the first day of March 1922, and one installment on the first days of March 1923, March 1, 1924 and Moh 1, 1925. 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 so 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 thereof, 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 said party of the second part shall be entitled to the possession of the premises. All appraisalment, 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 of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Six Thousand

Recorded March 28, 1920  
See Certificate  
Register of Deeds

The following is enforced on the original instrument:  
To the above named, the said parties of the first part, do hereby acknowledge the execution of the within mortgage and the note thereby secured, and the same 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.  
Thos. F. Collins,  
Notary Public.