

MORTGAGE.

This indenture, Made this 12 day of February A.D. 1920, between Grace E. Baldwin, a widow; Virginia Mitchell and J. H. Mitchell her husband, Mary Farley and J. Theron Farley her husband; A. B. Mitchell and Edna Mitchell his wife.....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 Two Hundred Eighty Two & 50/100 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:

A tract of land situated in the West Half of the Southwest Quarter of Section Ten, Township Twelve South, Range Nineteen East of the 6th P.M. and the East Half of the Southeast Quarter of Section Nine Township Twelve South, Range Nineteen East of the 6th P.M. described as follows; Beginning at an iron pipe in the center of the public road twelve hundred and sixty six feet East and three hundred and sixty five feet North of the Southwest corner of Section Ten, Township Twelve South, Range Nineteen East of the 6th P.M. thence West nineteen hundred and eleven feet to an iron pipe; thence North twelve hundred and seventy six feet to an iron pipe in the South line of the Atchison, Topeka & Santa Fe. Ry. right of way; thence South seventy degrees thirty eight minutes East eighteen hundred feet more or less along the south line of said right of way to a point 225 feet from the center of the public road on the South line of said right of way; thence South five degrees East two hundred and thirty two feet; thence east one hundred and ninety feet to the center of the public road; thence South four hundred and twenty-nine feet to the place of beginning, and containing forty acres, seventeen and twenty hundredths acres being in Section Nine and twenty two and eighty hundredths acres being in Section ten.

Also a tract of land situated in the Southwest Quarter of Section Ten, the Southeast Quarter of Section nine, the Northeast Quarter of Section sixteen, and the Northwest quarter of section Fifteen, all in Township twelve South, Range Nineteen East of the 6th P.M. and being described as follows; Beginning at an iron pipe 375 feet North and 495 feet West of the common corner of said sections nine, ten, sixteen, and fifteen; thence south parallel to section line 1250 feet to an iron pipe; thence south 85 degrees East 496 feet to section line between said Sections fifteen and sixteen; thence in section fifteen North 88 degrees East 556 feet to an iron pipe at the south west corner of the well tract; thence North 13 degrees West 131 feet; thence North 74 degrees East 145 feet, thence south 11 degrees East 171 feet to a point on the prior course of North 88 degrees East, and 142 feet from the iron pipe at the end of said course at the southwest corner of the well tract; thence North 88 degrees East 242 feet making the entire course of North 88 degrees east a total of 950 feet; thence North 87 degrees East 337 feet to an iron pipe in the center of the public road and at the common corner of what is known as Tract number six which is this tract being described and Tract number four; thence North between said tracts 884 feet to an iron pipe on the line between Section ten and fifteen thence continuing North 365 feet to an iron pipe at the common corner of said tract number six and tract number five; thence West 1761 feet to the place of beginning, and containing 50.73 acres more or less,

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 Two Hundred Eighty Two & 50/100 Dollars, bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in installments of Seventy & 62/100 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 and March 1, 1924. 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 if 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.

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 part thereof, or any interest thereon, 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 the 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.

The following is subscribed in the official instrument:
For Value received, We hereby acknowledge full payment of
the debt mentioned herein, and complete satisfaction of the within
mortgage, and hereby authorize the same discharged of record.
Dated this 11th day of September A.D. 1923.

(Corp.)
(Seal.)

Recorded September 19, 1923
J. C. Hollman
Register of Deeds

Warren Mortgage Company.
By: Wm A. Garkow. Secy.