

an additional lien upon the said mortgage property, and the said mortgagee, 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 of the rents, issues and profits thereof.

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 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.

Jas. L. Deay,
Viola Deay,

Signed, sealed and delivered
in the presence of:

State of Kansas, Douglas County, ss.

I hereby certify, that on this, the 31st day of March A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came James L. Deay and Viola Deay, 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.

C. E. Cory,
Notary Public.

My commission expires Dec. 16, 1922.

(L.S.)

Recorded April 1, 1920, . . .
At 10:40 o'clock A.M.

Edwin Newkirk
Register of Deeds,
John E. Lane
Deputy.

MORTGAGE.

This Indenture, Made this 26 day of March A.D. 1920 between James L. Deay and Viola Deay, 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 One Hundred Twelve & 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:

The South One Hundred Acres of the Southwest quarter of Section Twelve, Township Fourteen South, Range Twenty 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 twelve & 50/100 Dollars, bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Eleven & 25/100 Dollars each, the first installment payable on the first day of Oct. 1920, the second installment on the first day of April 1921 and one installment of the first days of Oct and Apr 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.

Now, if said first parties shall pay of 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 of sums of money, 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.

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 in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances

Recorded
April 20, 1920
Jas. L. Deay
Viola Deay
Register of Deeds

The following is endorsed on the original instrument:
This Indenture, Made this 26 day of March A.D. 1920 between James L. Deay and Viola Deay, 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 One Hundred Twelve & 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: The South One Hundred Acres of the Southwest quarter of Section Twelve, Township Fourteen South, Range Twenty 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 twelve & 50/100 Dollars, bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Eleven & 25/100 Dollars each, the first installment payable on the first day of Oct. 1920, the second installment on the first day of April 1921 and one installment of the first days of Oct and Apr 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. Now, if said first parties shall pay of 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 of sums of money, 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. 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 in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances