

interest at the rate of 5½ per cent per annum from April 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.

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 party, 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 mortgagor 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 mortgage, 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 first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of Thirteen Hundred 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 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.

Signed, sealed and delivered  
in the presence of:

H. J. Ambler,  
Nellie May Ambler,

State of Kansas, Douglas County, ss.

I hereby certify, that on this, the 20th day of Feby A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came H. J. Ambler and Nellie May Ambler, 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 April 24, 1920,  
At 9:40 o'clock A.M.

*Entered* *D. W. Hubert*  
Register of Deeds,  
Deputy.

#### MORTGAGE.

This Indenture, Made this 14 day of February A.D. 1920 between H. J. Ambler and Nellie May Ambler, 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 Twenty Seven & 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 North Half of the Northeast Quarter and the East Sixty Acres of the South Half of the Northeast Quarter of Section Thirty four, Township Thirteen 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 day executed and delivered a certain promissory note to said party of the second part for the sum of Two Hundred Twenty Seven & 50/100 Dollars bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Sixteen & 25/100 Dollars each, the first installment payable on the first day of October 1920, the second installment on the first day of

Recorded April 28 1921

*By* *C. E. Cory*  
Notary Public

*By* *Warren Mortgage Company*  
By *W. C. Brown*  
President  
(Corp. Seal)  
My Commission Expires Dec 16 - 1922.