

In testimony whereof, the said parties of the first part have hereunto subscribed their names, on the day and year above mentioned.

Executed and delivered in presence of
Una S. Kreider.

Joseph Walter Moore,
Carrie Moore,

State of Kansas Douglas County, ss.

State of Kansas Douglas County, ss.
 Be it remembered, that on this first day of May A.D. Nineteen Hundred twenty, before me, the undersigned, a Notary Public in and for said County and State, came Joseph Walter Moore and Carrie Moore (his wife) who are personally known to me to be identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

Karl M. Kreider,
Notary Public.

My commission expires Nov. 10, 1923.

(LS.)

Douglas County, Kansas.

Recorded May 26, 1920, .
At 12:00 o'clock M.

Estelle Norchup,
Register of deeds,
Fern, Fla.
Deputy.

MORTGAGE.

This Mortgage, made the 15th day of May A.D. 1920, between Judson A. Leach and Lula Leach, his wife, of the County of Douglas, and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark, and State of New Jersey, party of the second part.

Witnesseth; that whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Thirty Two Hundred Dollars, to secure the payment of one promissory note, of even date herewith, for Thirty Two Hundred Dollars, payable in annual payments, the first payment of Ninety Six Dollars being payable on the 21st day of May, 1925, and a payment of Ninety Six Dollars being payable on the 21st day of May in each succeeding year thereafter, except the last payment, which shall be for the full amount of the balance due on said note, which said sum of Thirty Two Hundred Dollars bears interest at the rate of 5½ per cent. per annum, payable semi-annually, on the 21st day of November and May of each year.

Said note is executed by the said part of the first part, and bears interest after maturity on both principal and interest at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said The Prudential Insurance Company of America, at its office in the City of Newark, New Jersey.

Now, therefore, this Indenture Witnesseth; That the said parties of the first part in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas, and State of Kansas, to wit:

The South Half (S₂¹) of the Northwest Quarter (NW₄¹) of Section Two (2), Township Fifteen (15), South of Range Nineteen (19), East of the Sixth Principal Meridian containing Eighty (80) acres, more or less.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured, in some solvent incorporated insurance company approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid and make the policy of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option

ATTTEST.

Register of Deeds

L. JOHN GALLAHAN, Clerk of the District Court of Deuel County - Kansas

I do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court, on the 1st day of Feb 1937

and that the same is duly recorded in Journal 4885 page 247

[illegible]

444729. 1915
 Clerk United States Court

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