

Dea. K. W. Williams, Register of Deeds, April 1922, Farmers State Savings Bank, Cycled - J. C. Stevenson, Jr.

The following is entered on original instrument: The money secured by this mortgage is hereby acknowledged by the mortgagors of the debt mentioned herein, and completed satisfaction of the within mortgage and hereby authorize the same discharged of record. Dated this 5th day of July, A.D. 1922. By J. C. Stevenson, Jr., Secretary, Warren Mortgage Company. Andrew M. Lewis

and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate, of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In witness whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

State of Kansas, ) Jennie E. Starkweather,  
County of Douglas, ss. Charles Starkweather,

On this 7th day of April A.D. 1920 before me, the undersigned, a Notary Public in and said County and State, personally appeared Jennie E. Starkweather and Charles Starkweather, her husband, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary and not deed.

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

My commission expires Jan'y 19, 1922. (L.S.) Geo. L. Kreeck, Notary Public.

Recorded June 26, 1920,  
At 11:50 o'clock A.M.

Edna D. Harkness,  
Register of Deeds,  
Deputy.

MORTGAGE.

This indenture, made this Eleventh day of June A.D. 1920, between Braddie H. Powell and Lola S. Powell, his wife, 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 Five Thousand and no/100 Dollars, paid by the second party, the receipt of which is hereby acknowledged, have granted and sold, and by these presents, do Grant, Bargain, Sell and Convey unto the said second party, its heirs, assigns or successors, forever, all of the following-described real estate, situated in the Township of Marion County of Douglas, State of Kansas, to wit:

The Southwest quarter of Section Thirteen (13) Township Fourteen (14) South of Range Eighteen (18) East of the Sixth P.M., containing 160 acres more or less.

To have and to hold the same, with all the appurtenances thereunto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties do hereby covenant and agree, that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance herein, free from all encumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon this express condition, that, whereas, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Five Thousand and no/100 Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said parties and secured by a certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of six per cent per annum from July 1st 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 coupon 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 mortgagors 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 mortgaged 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.