

State of Kansas, Douglas County, ss.

Be it remembered, that on this 29th day of July A.D. 1920, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came William H. Kohn and Emma D. Kohn his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Commission expires January 29, 1923.
Recorded July 30, 1920,
At 4:05 o'clock P.M.

(L.S.) Adolph Lotz Jr.
Notary Public.

Estelle Dorschner
Register of Deeds,
deputy.

MORTGAGE.

This indenture, made this 26 day of July A.D. 1920 between William H. Pardee and Clara E. Pardee 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 Seventy Five Hundred 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 Palmyra, County of Douglas State of Kansas, to wit:

The Southwest Quarter of Section Three, Township Fourteen South, Range Twenty East of the 6th P.M.

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 parties are justly indebted unto said Warren Mortgage Company in the principal sum of seventy five hundred 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 August 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, Massachusetts, or at such place as the legal 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 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 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

William H. Pardee,
Clara E. Pardee,

*The following is entered on original instrument:-
The above Pardees, we hereby acknowledge full payment of the debt mentioned herein and complete satisfaction of all within mortgage, and hereby authorize the same discharge of record.
Dated this 6th day of August A.D. 1923.
New York Life Insurance Company
By: Fred W. Hill, Secretary
(Corp. Seal)*

For assignment see Book 62 Page 168

*Recorded August 15th 1923
J. B. McMan*

*Handwritten in left margin:
The General Hotel Company
Chas. Woodward
Comp. Seal
Vice Pres. & Mgr.*