

MORTGAGE.

Know all men by these presents:

That Burk Edwards and Maggie M. Edwards, his wife and E. B. Moore and Ada Frances Moore, his wife, of Atchison County, State of Missouri parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Maxwell Investment Company of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to wit:

The Southwest quarter, except 1 acre out of the Northwest corner for school house, Section twenty seven (27) Township Thirteen (13) South, Range Twenty (20) East containing 159 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging, subject only to a mortgage of even date herewith for seventy five hundred Dollars and interest thereon, between the same parties, conveying the same real estate herein described.

This mortgage is given as security for the performance of the covenants herein; and to secure the payment to Maxwell Investment Company, its successors and assigns, of the aggregate sum of Seven Hundred Fifty Dollars, according to the terms of three promissory notes of even date herewith as follows:

- | | |
|--------------------------------------|------------------------------|
| No. 1, \$250.00 due February 1, 1922 | No. 6, \$....due....1, 19.. |
| No. 2, \$250.00 due February 1, 1923 | No. 7, \$....due1, 19.. |
| No. 3, \$250.00 due February 1, 1924 | No. 8, \$....due1, 19.. |
| No. 4, \$..... due 1, 19.. | No. 9, \$....due....1,19.. |
| No. 5, \$..... due 1, 19.. | No.10, \$....due....1, 19.. |

with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable at the Guaranty Trust Company of Kansas City, Kansas City, Missouri.

If and when all of said notes are paid according to the tenor thereof this mortgage shall be released at the cost of the first party, which cost they agree to pay. But if default is made in the payment of any of said notes, then this mortgage shall become absolute, and all of said notes then unpaid shall at once become due and payable without notice, and the owner of the indebtedness hereby secured may immediately cause this mortgage to be foreclosed in the manner provided by law.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting. Dated this first day of February, 1921.

Witnesses.

Burk Edwards,
Maggie M. Edwards,
E. B. Moore,
Ada Frances Moore,

State of Missouri,)
County of Atchison,)ss.

Before me, the undersigned a Notary Public, in and for said County and State, on this 9th day of February 1921, personally appeared Burk Edwards and Maggie M. Edwards, his wife, and E. B. Moore and Ada Frances Moore, his wife, to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

My commission expires Jan. 29th, 1924.

(L.S.)

Witness my hand and notarial seal the day and year above set forth.

S. F. Wier,
Notary Public in and for
Atchison County, Missouri.

Recorded March 1, 1921,
At 2:50 o'clock P.M.

Edna Marchant
Register of Deeds,
Atchison, Mo.

ASSIGNMENT.

Deputy.

The following is endorsed on the original instrument recorded in book 54 page 244. Know all men by these presents:

That, Fidelity Trust Company, of Kansas City, in the County of Jackson, State of Missouri, the within named mortgagee, in consideration of the sum of Two Thousand and no/100 Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, Transfer, set over and convey unto W. F. Ellington heirs and assigns, the within mortgage deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained: To have and to hold the same forever: subject, nevertheless to the conditions therein contained.

In witness whereof, the said mortgagee has caused this instrument to be signed by its Vice President and its Corporate Seal to be hereto affixed this 4th day of March A.D. 1916.

Fidelity Trust Company,
Kansas City, Missouri.
By F. C. Cochran, Vice President.

(Cor Seal)

State of Missouri, Jackson County, ss.
Be it remembered, That on this 4th day of March A.D. 1916 before me, the undersigned a Notary Public in and for the County and State aforesaid, came F. C. Cochran, Vice President of Fidelity Trust Company, Kansas City, Missouri, who is personally known to me to be person who executed the foregoing assignment of Mortgage as Vice President of Fidelity Trust Company, Kansas City, Missouri, and duly acknowledged the execution of the same to be the free act and deed of said Corporation.

THIS FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT RECORDED IN BOOK 54 PAGE 244.
s. 150
Received of Burk Edwards and Maggie M. Edwards, his wife, and E. B. Moore and Ada Frances Moore, his wife, the sum of Seven Hundred Fifty Dollars, in full satisfaction of the within Mortgage.
By H. C. Mueller, President.
1921
March 25
1921
Recorded
Jan. E. W. Coleman
Register of Deeds