thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments or every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisement, and with or without receiver, as the legal holder may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part may at its option, make any payments necessary to remove any outstanding title, lien or incumbrance on said premises other than therein stated and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

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

John D. Wynn,
Delphia A. Wynn,

State of Kansas, County of Douglas, ss.

Be it remembered, that on this 21st day of May A.D. 1921, before me, the undersigned, a Notary Public within and for the County and State aforesaid, came John D. Wynn and Delphia A. Wynn, 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 notarial seal, the day and year last above written.

Geo. R. Wetzel,
My commission expires Jany 20, 1924. (L.S.) Notary, Public.

Recorded June 9, 1921,
At 4:10 o'clock P.M.

Esteen Northrup
Register of Deeds,
Ferne Elord
Deputy.

MORTGAGE.

This indenture made the first day of June A.D. 1921, between Lizzie Hindman, a widow, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and Commerce Trust Company, a corporation of Kansas City, Missouri, party of the second part,

Witnesseth; that the said party of the first part, in consideration of the sum of Six Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas and State of Kansas, to wit:

The Southeast quarter (SE¼) of Section Fifteen (15), in Township Fifteen (15), of Range Twenty (20), East of the Sixth P.M.

To have and to hold the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that she is lawfully seized of said premises and has good right to convey the same; ~~that said premises and has good right to convey the same~~; that said premises are free and clear of all encumbrances; and that she will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided however, that if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Six thousand and no/100 Dollars, according to the tenor and effect of one promissory note numbered 12732, bearing even date herewith, for the sum of Six Thousand and no/100 Dollars ($6000.00) payable to the order of said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, with interest thereon from date until maturity at the rate of seven per cent per annum, payable semi-annually on the first days of December and June in each year, according to interest coupons attached to said note and which note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders of said note, become due and payable, and that both principal and interest are to bear interest at the rate of eight per cent per annum after maturity and shall perform all and singular the covenants herein contained, then this mortgage to be void and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

Recorded Nov. 8 1926
Geo. E. Wallace
Register of Deeds

The following is endorsed on the original instrument:
For Release of Mortgage see Book 5 of Page 384
Release of Mortgage and Satisfaction of Deed of Trust
Vice President and Cashier
J. McMillan
Cashier

The following is endorsed on the original instrument:
For assignment see Book 5 of Page 384

The following is endorsed on the original instrument:
For assignment see next page.

Recorded June 22 1928