

MORTGAGE.

This indenture, Made this 15th day of July in the year of our Lord, one thousand nine hundred and twenty-one, between W.H. Wilber and Edith H. Wilber, his wife, of Paldwin, Mortgage Company, a corporation under the laws of Kansas, parties of the first part, and The Ottawa Mortgage Company, party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of \$3000.00 Three thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas, and State of Kansas, described as follows, to wit:

The North half ($\frac{1}{2}$) of south half ($\frac{1}{2}$) of Northwest quarter ($\frac{1}{4}$) of Section Sixteen (16) and North half ($\frac{1}{2}$) of South half ($\frac{1}{2}$) of Northeast quarter ($\frac{1}{4}$) of Section seventeen (17), all in township fifteen (15), Range twenty (20), Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$2000.00 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent. per annum, and this mortgage shall stand as security therefor.

This grant is intended as a Mortgage to secure the payment of the sum of \$3000. Three thousand Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part, and payable on the 27th day of July 1926, to the order of said second party, with interest thereon according to the tenor thereof, payable semi-annually, according to the terms of ten interest notes attached, and all of said notes bearing ten per cent. interest after due; both principal and interest being payable in lawful money of the United States of America, at the office of The Ottawa Mortgage Company, in Ottawa, Kansas. And this conveyance shall be void if such payment be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid or principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

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

Witnesses:

W. H. Wilber, (Seal)
Edith H. Wilber, (Seal)

State of Kansas,)
Franklin County,)ss.

Be it remembered, that on this 15th day of July A.D. 1921, before me, a Notary Public in and for said County and State, came W. H. Wilber and Edith H. Wilber, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

My commission expires Sep. 17, 1924.

(L.S.)

R. C. McQuestion Jr.
Notary Public.

Recorded July 16, 1921, .
At 8:30 o'clock A.M.

Estelle Norchrup,
Register of Deeds,
Terre Haute,
Deputy.

State of Illinois,)
County of Woodford,)ss.

RELEASE.

I, the undersigned, A. W. Fuller, the assignee by assignment recorded in Book 62, Page 146 of the records of the Register of Deeds office of Douglas County, Kansas, of the mortgage executed by Geo H. Hanson and Millie Hanson, his wife, and recorded in Book 53 of Mortgages at Page 406 of the records of said office, do hereby acknowledged satisfaction of said mortgage, the note secured thereby having been paid in full and I do hereby release the real estate described therein from the lien thereof.

In witness whereof, I have hereunto set my hand this 5th day of July A.D. 1921.

A. W. Fuller,

The following is endorsed on the original instrument:

The above mortgage was paid in full, and the same is hereby acknowledged by the original instrument, this 21 day of Sept. A.D. 1921.

By R. C. McQuestion Jr.
Notary Public,
Franklin County, Kansas.

Recorded Sept. 23 1921

Loa E. U. Bellman
Register of Deeds