

parcels, and any then existing law reducing the present redemption period may govern at the option of the holder of this mortgage; and said first parties hereby expressly waive an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas, now existing or here after enacted.

In testimony whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed and delivered in presence of

Esther Young, (Seal)
Henry C. Young, (Seal)

State of Kansas, Douglas County, ss.

Be it remembered, that on this 16th day of September A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Esther Young and Henry C. Young, her husband, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Commission expires September 15th, 1922.

(L.S.)

E. J. Wilkey,
Notary Public.

Recorded September, 16, 1921,
At 1:40 o'clock P.M.

Estelle Norchus
Register of Deeds,
June Ford
Deputy.

MORTGAGE.

This indenture, Made this 15th day of September in the year of our Lord one thousand nine hundred and twenty one by and between Esther Young and Henry C. Young (her husband) of the county of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka, Kansas, a corporation, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Fifteen Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns forever, all of the following described real estate, lying and situated in the County of Douglas and State of Kansas, to wit:

Beginning at the Northeast corner of the Northwest quarter of Section 23, township 14, range 18 in Douglas County, Kansas; thence running south along the east side of said quarter 160 rods; thence west along the south side of said quarter 1292 feet, more or less, to a cornerstone; thence north to the center of the county road, thence along the center of said road in a Northeasterly direction to where the said County Road crosses the north line of said quarter; thence east along said north line to the place of beginning, being about 70 acres more or less. Also ten acres in a square form in the southeast corner of the south west quarter of section 14, township 14, range 18, Douglas County Kansas. Also south east quarter of section 23, township 14, range 18.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereto belonging, or in any wise appertaining, and all rights of homestead exemption, and every contingent right or estate therein, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part 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 inalienable estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whatsoever; the intention being to convey an absolute title in fee to said premises.

Provides always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First. Said grantors are justly indebted unto the said party of the second part in the principal sum of Fifteen Hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain second mortgage real estate note No. 3099 executed and delivered by the said grantors bearing date Sept. 15, 1921 payable to the order of The State Savings Bank, Topeka, Kansas, in installments as follows: \$350.00 July 1, 1922 and \$250.00 semi-annually thereafter, and \$250.00 July 1, 1925 after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of seven per cent per annum, payable semi-annually, on the first days of January and July in each year, and ten per cent per annum after maturity, the installments of interest being further evidenced by seven coupons attached to said principal note, and of even date therewith, and payable to the order of said The State Savings Bank, Topeka, Kansas, at its office in Topeka, Kansas.

Second. Said first parties agree that in addition to securing the other sums mentioned herein, that this mortgage shall also stand as security for any and all additional sums up to one hundred dollars that may be loaned or advanced to first parties by second party; and upon the maturing of the present indebtedness

ATTEST:
7-18-25
Harold A. Bish
Register of Deeds
Fred W. Kahan
Deputy

FOR CREDIT OF THE STATE OF KANSAS, the State Savings Bank, Topeka, Kansas, do hereby certify that the foregoing mortgage was duly recorded in the office of the Register of Deeds of said State of Kansas, on the 16th day of September, 1921, at 1:40 o'clock P.M., and that the same is now on file in the office of said Register of Deeds, at Topeka, Kansas, and is subject to the provisions of the laws of said State of Kansas relating to mortgages.

Done at Topeka, Kansas, this 16th day of September, 1921.