

become due, and the said Grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this Mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisal waived.

Witness our hands this 21st., day of November, 1921,

Laura L. Fearing

State of Kansas, Jewell County, SS.

Be It Remembered, That on this 2nd day of December A.D. 1921, personally appeared before the undersigned, a Notary Public in and for said County, Laura L. Fearing who is personally known to me to be the identical person whose name is subscribed to the foregoing deed as Grantor, and acknowledged the same to be her voluntary act and deed, and that she executed the same for the purposes therein mentioned.

Witness my hand and notarial seal, the day and year last above written.

(L.S.)

P.H.O'Brien

Notary Public

My Commission expires May 13- 1924.

Recorded Dec 9th, 1921, at 4:00 o'clock P.M.

Estelle Northrup
Register of Deeds

MORTGAGE.

This indenture, made this seventh day of December in the year of our Lord nineteen hundred and twenty one by and between Jane Fitzpatrick, a widow, G. K. Fitzpatrick and Margaret M. Fitzpatrick, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Central Trust Company, party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of Seventeen Thousand Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

The Northwest quarter of Section Twenty One (21);
the Southwest quarter of Section Twenty One (21);
the Southeast quarter of Section Twenty One (21);
the Southwest quarter of Section Twenty Two (22),
Township Twelve (12), Range Eighteen (18), East of
the Sixth (6) Principal Meridian, except One (1) Acre
in the Southeast Quarter of Section Twenty One (21), used for
school purposes.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, 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 indefeasible 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 whomsoever.

Provided, always, and these presents are upon the following agreements, covenants and conditions, to-wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of Seventeen Thousand Dollars, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable on the first day of January, 1929, to the order of the said party of the second part with interest thereon at the rate of seven per cent per annum, payable semi-annually on the first days of January and July in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at National Bank of Commerce, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Ten Thousand Dollars, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the

The following is extracted from the original instrument. The amount paid by this Mortgage has been paid in full, and the same is hereby cancelled, this 20th day of December, 1922. The Central Trust Company, Inc. (Corp. Seal)

No assignment New Bank 62-1921-262

Recorded Jan 15 1923

See C. F. Williams