

Signed, sealed and delivered
in the presence of
State of Kansas,
County of Franklin,) ss.

Nina Elma Stansberry, (Seal)
O. W. Stansberry, (Seal)

Be it remembered, that on this 10th day of Jan. A.D. 1921, before me, a Notary Public in and for said County and State, came Nina Elma Stansberry and O. W. Stansberry her husband 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.

Commission expires on the 12th day of Feb. 1921. (L.S.) H. E. De Tar,
Notary Public.

Recorded Jan. 30, 1922, .
At 8:30 o'clock A.M.

Estlin Northrup
Register of Deeds,
Jerro Buchner
Deputy.

MORTGAGE.

This indenture, Made this 26 day of January in the year of our Lord one thousand nine hundred and twenty two between C. C. Waters and Minnie Waters, husband and wife of Palmyra Twp, in the County of Douglas and State of Kansas of the first part, and The Wellsville Bank party of the second part;

Witnesseth, that the said parties of the first part, in consideration of the sum of \$9000.00 Nine 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 parties of the second part their heirs and assigns, forever all that tract of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

The Northeast quarter of Section six (6), Township Fifteen (15), Range Twenty One (21).

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 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 encumbrances excepting one certain mortgage for the amount of \$4,500.00 given to Mrs. J. P. Bell on the north one half and the southwest quarter of said quarter section. 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 \$.....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 \$9000.00 Nine 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 26 day of Jan. 1927, to the order of said second part. And this conveyance shall be void if such payment be made as is 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 parties of the second part their executors, administrators 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 of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there by, shall be paid by the parties 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 hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of
State of Kansas,
Franklin County,)

C. C. Waters, (Seal)
Minnie Waters, (Seal)

Be it remembered, that on this 26 day of Jan. A.D. 1922, before me, a Notary Public in and for said County and State, came C. C. Waters and Minnie Waters to me personally known to be the same person 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.

Commission expires Feb. 24, 1924. (L.S.) H. E. Jewell,
Notary Public.
Recorded Jan. 30, 1922, .
At 8:35 o'clock A.M.

Estlin Northrup
Register of Deeds,
Jerro Buchner
Deputy.

The foregoing is endorsed on the original instrument.
H. E. Jewell, Notary Public, Franklin County, Kansas.
Recorded Jan. 30, 1922, .
At 8:35 o'clock A.M.