

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid, when the same is due, or if the taxes and assessments of 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 appraisalment, and with or without receiver, as the legal holder hereof 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 herein 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.

C. M. Warfel,

State of Kansas, Montgomery County, ss.

Be it remembered, that on this 20th day of January A.D. 1922 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came C. M. Warfel, a single man, his wife, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

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

H. Adeline De Vere,

(L.S.)

Notary Public.

Commission expires Nov. 8, 1925.

Recorded Feb. 23, 1922,

At 3:45 o'clock P.M.

*Edwin H. Harkins*  
Register of Deeds,

*James B. Harkins*  
Deputy.

#### MORTGAGE.

This indenture made this 18th day of February 1922, between Hiram Riley and Almeda Riley, husband and wife, of the County of Douglas and State of Kansas, parties of the first part and The Federal Land Bank of Wichita, of Wichita, Kansas, party of the second part, Witnesseth: that said parties of the first part, for and in consideration of the sum of Six Thousand (\$6000.00) Dollars in hand paid, by the party of the second part, receipt of which is hereby acknowledged, have granted, bargained, and sold, and does by these presents grant, bargain, sell and convey to the said party of the second part, all that certain real estate, situated in the County of Douglas, and State of Kansas, and described as follows, to wit:

The Northwest quarter (NW<sup>1</sup>/<sub>4</sub>) of Section Two (2), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing 166 acres of land more or less, according to the Government survey thereof.

Together with the privileges, hereditaments and appurtenances thereunto belonging, or in any way appertaining.

The said parties of the first part do hereby covenant and agree with said party of the second part, to be now lawfully seized of said premises, and to now have good right to sell or convey the same, and that the same are free of all encumbrances, and warrant the title to the same.

Provided, this mortgage is given to secure the payment by the parties of the first part to the second part, at its offices in the City of Wichita, Kansas, of the sum of \$6000.00, with interest at the rate of six per cent per annum payable semi-annually, evidenced by a certain promissory note of even date herewith, executed by the parties of the first part to the party of the second part, conditioned for the payment of said sum and interest on the amortization plan in sixty-five equal semi-annual payments and a sixty-sixth or final payment, unless sooner matured by extra payments on account of principal pursuant to the provisions of the Federal Farm Loan Act and in accordance with amortization tables provided by the Federal Farm Loan Board, which promissory note further provides that all payments not made when due shall bear interest from the due date to the date of payment at the highest rate authorized by the State of Kansas, not exceeding eight per cent per annum.

Now if the said parties of the first part shall make when due, all payments provided for in said note, and perform all the conditions hereinafter set out, then this mortgage shall be void, otherwise to be and remain in full force and effect.

Parties of the first part agree to keep the buildings and improvements on the premises above conveyed insured in the sum of \$1500.00 in an insurance company to be approved by party of the second part. Such policy or policies of insurance to be deposited with party of the second part and loss thereunder to be payable to party of the second part as its interests may appear.

Parties of the first part agree to pay, when due, all taxes, charges and assessments legally levied against the property herein conveyed.

Parties of the first part in the application for loan, have made certain representations to party of the second part as to the purpose or purposes for which the money loaned on