

MORTGAGE.

This indenture, made this 16th day of February A.D. 1922 between F. W. Mattoon and Irene E. Mattoon his wife of Gage County Nebraska parties of the first part, Trevett, Mattis & Baker Company, of Beatrice, Nebraska, party of the second part;

Witnesseth, that said F. W. Mattoon and Irene E. Mattoon are justly indebted to said party of the second part in the sum of twenty five hundred Dollars, evidenced by one certain promissory note dated February 16th, 1922 executed by said F. W. Mattoon and Irene E. Mattoon payable to the order of the party of the second part as follows; Twenty five hundred Dollars, on the first day of March 1927 with interest at six and one half per cent per annum from the first day of March 1922 until maturity, payable semi annually according to ten coupons to said Note attached. Both principal and interest after due shall bear interest at ten per cent per annum until paid; payable at the Mechanics and Metals National Bank, New York City.

To secure payment of aforesaid indebtedness, with interest, and a performance of all covenants herein expressed said first parties do hereby sell and convey to said party of second part, its successors or assigns, the following described premises, situated in Douglas County, State of Kansas to wit:

The South West Quarter of Section twelve (12) in Township Thirteen (13) South Range Eighteen (18) East of the 6th P.M. containing 160 acres,

Together with all rights thereunto appertaining, including right of homestead, and all marital rights, hereby covenanting to warrant and defend the title to said premises against the claims of all persons.

Said parties of the first part shall neither commit nor permit waste on said premises, and until the debt hereby secured is fully paid, shall procure, maintain and deliver to the party of the second part or assigns, as additional security hereto.

Said parties of the first part shall and will pay all taxes and all local assessments levied under the laws of the State of Kansas upon said premises, and upon this mortgage and the note or Debt secured thereby, before delinquency.

Said party of the second part, or the owner of said note, may pay said taxes or local assessments aforesaid, redeem said premises from any sale for taxes or local assessments or procure said insurance, on failure of first parties to do so, and all money so advanced, with interest at ten per cent. shall be repaid by said first parties, and be secured by this Indenture.

It is further agreed that time shall be material, and the essence of this contract, that if default be made in the performance of any of the agreements herein provided, or contained in the note by this Indenture secured, or if any law be enacted in the State of Kansas authorizing or directing the taxation, directly or indirectly, of this mortgage or said note or the debt secured thereby or the income arising therefrom, then said note shall at the option of the owner thereof, become due and collectible immediately, without notice, and suit may be commenced at once in foreclosure of this Indenture, and interest at ten per cent per annum shall be computed on said note from the day to which interest has been paid thereon.

It is further provided that, in case of a suit in foreclosure of this mortgage, the parties of the first part, or assigns, shall pay to the party of the second part or assigns \$50.00 as an attorney's fee.

Provided always, that upon a full performance of all agreements, at the time and in the manner herein specified, then this Indenture shall be void, and said party of the second part shall execute and deliver to said parties of the first part a release of said Indenture, but shall not be required to record the same; otherwise to remain in full force and effect.

In witness whereof, the parties of the first part hereunto set their hands.

F. W. Mattoon,
Irene E. Mattoon,

Signed in the presence of

State of California,)
Los Angeles County,) ss.

On this 21st day of Febr. A.D. 1922, before me, a Notary Public in and for said county, personally came F. W. Mattoon and Irene E. Mattoon, his wife personally known to me to be the same persons who executed the above instrument and they duly acknowledged said instrument, and the execution of the same to be their free and voluntary act and deed.

Witness my hand and official seal the day and year above written.

F. E. Graham,
Notary Public.

My commission expires July 24, 1923. (L.S.)

Recorded Feb. 27, 1922,
At 10:15 o'clock A.M.

Estlin Northrup
Register of Deeds,
Jesse Buchanan
Deputy.

ASSIGNMENT.

For value received, I hereby sell, transfer and assign to Farmers State & Savings Bank, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by E. S. Heaston & wife, to D. F. Heaston which mortgage is recorded in Book 59 of Mortgages, page 364, in the office of the Register of Deeds in Douglas County, Kansas.

In witness whereof, I have set my hand this 24th day of February, 1922.

D. F. Heaston.

The following is endorsed on original instrument:-
Release of Mortgage.
In confirmation of the payment of the debt by the mortgagee secured
we hereby authorize the Register of Deeds of Douglas County, Kansas to
release and discharge the said Mortgage from the said
Douglas County, Kansas to
Beatrice, Nebraska.
By E. G. Baker, President
5/27/26
Comp. Bank

Recorded May 24, 1926
Jas E. Whelan
Register of Deeds