

January 10, 1927  
 Received of Frank D. Wiggins and Ida L. Wiggins, his wife, the sum of Three Hundred and No/100 Dollars, in full satisfaction of the within mortgage.  
 By J. B. Dillon (Conf. Seal)  
 Notary Public  
 Recorded Jan 12 " 1927  
 J. C. McCallister  
 Register of Deeds

Kansas Real Estate Mortgage.

This Indenture, Made this 13th, day of May, A.D. 1922, between Frank D. Wiggins and Ida L. Wiggins, his wife, of Douglas County, in the State of Kansas, of the first part, and COMMERCE TRUST COMPANY, A Corporation, of Jackson County, in the State of Missouri, of the second part:

WITNESSETH: THAT SAID PARTIES OF THE FIRST PART, in consideration of the sum of Three Hundred and No/100.....(\$300.00)..... Dollars, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell and Convey unto said party of the second part, its successors and assigns, all of the following described real estate situated in Douglas County and State of Kansas, to-wit:

All of the Southeast Quarter (SE 1/4 of Section Five (5), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian.

Subject, however, to a first mortgage for Six Thousand and No/100 Dollars in favor of said Commerce Trust Company, recorded in Book 54, page 564, of the records of said County and State.

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas, said Frank D. Wiggins and Ida L. Wiggins have this day executed and delivered their certain promissory note in writing to said party of the second part, of which the following is a copy:

\$300.00..... Lawrence, Kansas, May 13th, 1922.....

For value received, We promise to pay to the COMMERCE TRUST COMPANY, or order, at its office in Kansas City, Missouri, the principal sum of THREE HUNDRED AND NO/100 DOLLARS, in five installments, payable as follows, to wit:

Sixty and No/100 Dollars on the fifteenth day of May, 1923, and Sixty and No/100 Dollars on the fifteenth day of each May thereafter until the whole sum is fully paid; without interest if each installment is paid when due; but if any of said installments shall not be paid when due, then all unpaid sums herein agreed to be paid, at the option of the holder hereof, shall become due and payable at once without notice and bear interest at the rate of eight per cent per annum from date hereof until paid.

This note is secured by second Deed of Trust or Mortgage on real estate in Douglas County, Kansas.

Frank D. Wiggins  
 Ida L. Wiggins.

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 note 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, 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 and sums, and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Frank D. Wiggins.  
 Ida L. Wiggins.

STATE OF KANSAS ) ss. BE IT REMEMBERED, That on this 27th day of May A.D. 1922, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Frank D. Wiggins and Ida L. Wiggins, his wife, who are personally known to me to be the same person who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year last above written.

Term expires Jan. 27, 1925

F. C. Whipple, Notary Public.

(L.S.)

Recorded July 20, 1922.  
 At 9:55 O'Clock A.M.

Estelle Northrup Duffer  
 Register of Deeds.

E. Babbitt  
 Deputy.

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