

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

Mary Deakins
(L.S.) Notary Public.

My Commission expires April 19, 1926.

Recorded Dec., 6th 1922.
At 3:00 o'clock P.M.

Estelle Pritchup Duffer
Register of Deeds

E. Babbitt
Deputy.

MORTGAGE.

This Indenture, Made this 6th day of December in the year of our Lord, one thousand nine hundred and twenty-two between James F. Schnebly and Elsie E. Schnebly, his wife, of Baldwin in the County of Douglas and State of Kansas, of the first part, and Bert Underwood of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twenty-Five Hundred 00/100.....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 said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to-wit: The North Half (N¹/₂) of the Southeast Quarter (SE¹/₄) of Section Sixteen (16), Township Fifteen (15), Range Twenty (20), containing eighty acres more or less. Buildings on said land to be kept insured against loss by fire, lightning and tornado, for not less than \$1200.00, with loss payable to the holder of this mortgage during the continuance of this loan, 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 ~~lawfully~~ the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances,

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Twenty-Five hundred 00/100.....DOLLARS, according to the terms of a certain real estate bond, this day executed by the said James F. Schnebly and Elsie E. Schnebly to the said party due December 15th, 1927, with interest according to the tenor of ten interest coupons thereto attached, Principal and interest payable at the Bankers Trust Company, New York City, N.Y., and subject to 10% interest after maturity.

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 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 thereof; and it shall be lawful for the said party of the second part, his 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 be, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

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

Signed, Sealed and Delivered in presence of
..... James F. Schnebly (SEAL)
Elsie E. Schnebly (SEAL)

State of Kansas, }
Douglas County, } SS

Be it Remembered, That on this 8th day of Dec A.D. 1922, before me, a Notary Public in and for said County and State, came James F. Schnebly and Elsie E. Schnebly, wife, 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.

Ethel Huff
Notary Public.

My commission expires on the 7 day of Aug 1923. (L.S.)

Recorded Dec., 11th 1922.
At 11:20 o'clock A.M.

Estelle Pritchup Duffer
Register of Deeds
E. Babbitt
deputy

The following is entered on original instrument: The further Mortgage having been paid in full, it is hereby released and the original instrument is to be destroyed. Jan 17, day of A.D. 1927. Not Underwood