

Provided, Always, And these presents are upon this express condition, that ~~xxxx~~ whereas said parties of the first part have this day executed and delivered their 14 certain promissory notes in writing to said party of the second part, for the sum of \$115.00 each, due on or before the first days of January and July in each year for seven consecutive years, with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the notes secured by this mortgage are given in consideration of the services of THE CENTRAL TRUST CO., in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said notes do not represent any portion of the interest on said loan and are to be paid in full; regardless of whether said loan is paid wholly or partly before its maturity.

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 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 appraisement, 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, 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 day and year first above written.

Jane Fitzpatrick
G.K. Fitzpatrick
Margaret Fitzpatrick

State of Kansas, Shawnee County, SS.

Be It Remembered, That on this 15th day of December A.D. 1922, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jane Fitzpatrick, a widow and G.K. Fitzpatrick and Margaret Fitzpatrick his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons 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.

Wilma Wright
(L.S.) Notary Public

Commission expires19

My Commission Expires Jan 11, 1926.

Recorded Dec., 16th, 1922.
At 10:30 o'clock AM.

Estelle Guthrie Duffer
Register of Deeds
E. B. Babbitt
Deputy.

KANSAS REAL ESTATE MORTGAGE.

In consideration of Four Thousand Five Hundred and No/100.....DOLLARS, Albert Graeber, and Amanda B. Graeber, his wife of Douglas County, State of Kansas, mortgagors, hereby grant, sell, convey and mortgage unto KANSAS CITY STOCK LAND BANK of Kansas City, Missouri, a Corporation organized and existing under an Act of Congress of the United States of America known as the Federal Farm Loan Act, with its principal office in Kansas City, in the County of Jackson, State of Missouri, mortgagee, the following described real estate in Douglas County, Kansas, to-wit:

The Southwest quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Thirteen (13), Range Nineteen (19) South, containing One Hundred Sixty (160) acres, more or less. The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances, and hereby warrant the title against all persons, waiving hereby all rights of homestead exemption.

PROVIDED, That whereas said ~~xxxxxxx~~ mortgagors Albert Graeber and Amanda B. Graeber, his wife are justly indebted unto said mortgagee in the principal sum of Four Thousand Five Hundred and No/100.....Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable with interest at the rate specified in and according to the tenor and effect of the certain promissory note executed by said mortgagors, of even date herewith, payable to the order of said bank, both interest and principal being payable on an amortization plan in Sixty-six semi-annual installments, the first installment being due on June First A.D. 1923 and a like sum due semi-annually thereafter on the 1st day of June and December of each

For Amortization - See 1923, 1924, 1925, 1926, 1927, 1928, 1929, 1930, 1931, 1932, 1933, 1934, 1935, 1936, 1937, 1938, 1939, 1940