

Company 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 sums of money, or any part thereof, or 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 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 appraisal, 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.

Henry Carson
Mae Carson

State of Kansas, County of Douglas ss.

Be It Remembered, That on this 5 day of December A.D. 1922, before the undersigned, a Notary Public within and for the County and State aforesaid, came Henry Carson and Mae Carson, 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 notarial seal the day and year last above written.

R.M. Morrison

Notary Public.

My Commission expires Feb 23rd 1926. (L.S.)

Recorded December 22, 1922.
at 3:55 o'clock P.M.

Estelle Arthur Duffer
Register of Deeds
Ry. E. Bicket, Dep.

MORTGAGE.

THIS INDENTURE, Made this 18th day of December in the year of our Lord one thousand nine hundred and twenty two by and between Maria Kupper (a widow) William F. Kupper (a single man) Elizabeth Kupper (a single woman) and Lawrence Kupper (a single man) of the County of Douglas and State of Kansas, parties of the first part, and The State Savings Bank, Topeka Kansas, a corporation, party of the second part:

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Twenty four hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do-- grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever, all of the following-described real estate, lying and situated in the County of Douglas and State of Kansas, to-wit:

The Southeast quarter of Section eleven (11), Township thirteen (13), range seventeen (17) East of the sixth Principal Meridian.

To Have And To Hold The Same, With all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all rights of homestead exemption, and every contingent right or estate therein, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do-- hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of ~~the~~ said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

Provided, Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First. Said grantors are justly indebted unto the said party of the second part in the principal sum of Twenty four hundred Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note-- No 3219 executed and delivered by the said grantors bearing date Dec 18 1922 payable to the order of The State Savings Bank, Topeka, Kansas, January 1, 1928 after date, at its office in Topeka, Kansas, with interest thereon from date until maturity at the rate of Seven per cent per annum, payable semi-annually, on the first

Recorded Aug 5" 1921
J. C. Weisman
Register of Deeds

The following is endorsed on the original instrument:
The same was recorded by this Notary on the 4th day of August, 1921, at Topeka, Kansas.
By W. W. Morrison, President