

or without ~~xxxx~~ appraisal, and with or without receiver, as the legal holder thereof 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 payment 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 ~~xxxxxxx~~ 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.

G. H. Thomas
Mary E. Thomas.

State of Kansas, Douglas County, SS:

Be it Remembered, That on this 20 day of Dec A.D. 1922, before ^{the undersigned,} me, a Notary Public, in and for said County and State aforesaid, came G. H. Thomas and Mary E. Thomas, 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 the same.

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

R. M. Morrison
Notary Public.

(L. S.)

Commission expires Feb. 23rd, 1926.

Recorded January 3rd 1923.

At 1:45 o'clock P.M.

Estelle Ruthven Duffee
Register of Deeds
E. T. Balliet
Deputy.

MORTGAGE.

This Indenture, Made this 15th day of November in the Year of our Lord One Thousand Nine Hundred and Twenty-two, by and between John D. McNeill and Lorene McNeill, his wife of Douglas County, State of Kansas, first party, and THE NEW ENGLAND SECURITIES COMPANY, a corporation organized and existing under the laws of the state of Kansas, second party,

Witnesseth, That the said party, in consideration of Twenty-five hundred and no/100 DOLLARS, the receipt of which by said first party is hereby acknowledged, does by these presents, Grant, Bargain, Sell, and convey unto the said THE NEW ENGLAND SECURITIES COMPANY, its successors and assigns, forever, the following described real estate, situated in Douglas County, State of Kansas, to-wit:

The East eighty-five (85) acres of the Southeast quarter of section eleven (11), Township thirteen (13), South Range eighteen (18) East of the sixth principal meridian, containing 85 acres, more or less, as shown by the ~~xxxxxxx~~ United States Government survey.

TO HAVE AND TO HOLD THE SAME, with all the hereditaments and appurtenances thereto belonging, or in any wise appertaining, forever.

And the said first party hereby covenants and agrees to and with the second party, its successors and assigns, that at the delivery of these presents they are lawfully seized in their own right of an indefeasible estate in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and encumbrances of every kind and nature; and that they will forever warrant and defend the title to said premises and the possession thereof unto said second party, its successors and assigns, against the lawful claims of all persons whomsoever.

These Presents, However are Made Upon the Following Express Conditions:

Whereas, said John D. McNeill and Lorene McNeill have this day made and delivered to the said THE NEW ENGLAND SECURITIES COMPANY their certain Bond or Promissory Note for the sum of Twenty-five hundred and no/100 DOLLARS payable on the first day of March A.D. 1928 and bearing interest at the rate of 6 1/2 per centum per annum, payable semi-annually and evidenced by eleven Coupons ~~xxxxxxx~~ attached thereto.

The said Bond and Coupons payable at the office of the said second party in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however reserving herein the right to pay one Hundred dollars or multiple over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after March 1st, 1924 provided thirty days' notice in writing is given to said second party that such payment will be made; provided further, that in case such partial payments, operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

AND WHEREAS, it is herein agreed particularly as follows:

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness, or against

The following is endorsed on the original instrument:

I have received full payment of all the indebtedness secured by the within mortgage and the same is hereby released. Witness my hand at Kansas City, Mo. this 25 day of Aug. 1927.

J. P. Holloman

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