

THE STATE OF KANSAS }
Douglas County, } SS

Be it remembered, That on this 13th day of December 1922, before the undersigned, a Notary Public in and for said County, personally appeared Lena J. Cochran and David O. Cochran, Her Husband, who are ^{one} personally known to be the identical persons who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same.

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

(L.S.)
My commission expires April 4th 1926. 14.
Recorded January 16th, 1923.
At 10:10 o'clock A.M.

C.F. Richards
Notary Public.
Douglas County, Kansas.
Jas. E. Neuman
Register of Deeds
Edna Babbitt
Deputy.

MORTGAGE.

THIS INDENTURE Made this 29th day of December in the Year of our Lord One Thousand Nine Hundred and Twenty-two by and between S.L. Dark and Mary E. Dark, 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 said first party, in consideration of Forty-two hundred fifty 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, Kansas, to-wit:

The North half of the Southeast quarter (Except the North Ninety-five feet of the Northeast quarter of the Southeast quarter; also except a tract six (6) rods North and South by thirteen and one-third (13-1/3) rods East and West in the South west corner for school). Also the South ninety-five (95) feet of the Southwest quarter of the Northeast quarter; all in Section one (1), Township twelve (12) South, Range seventeen (17) East of the sixth principal meridian, containing 79 1/2 acres, more or less as shown by the 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 S.L. Dark and Mary E. Dark have this day made and delivered to the said THE NEW ENGLAND SECURITIES COMPANY their certain Bond or Promissory Note for the sum of Forty-two hundred fifty and no/100.....Dollars payable on the first day of January A.D. 1923 and bearing interest at the rate of six per centum per annum, payable semi-annually and evidenced by twenty Coupons 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 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 said coupons mature on or after January 1st, 1928 provided thirty days' notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid-the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond 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, 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 hereafter be levied, or chargeable against this instrument by or within the State of Kansas and shall keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least Fifteen hundred and no/100 Dollars, and shall deliver to said second party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force, or hereafter issued thereon, and shall when requested, surrender to said second party any policy or policies covering any of the

In Original - L.B. 10-17-23
In Return - L.B. 11-17-23

for
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J. R. R. R.