

are personally known to me to be two of the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally 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 written.

(SEAL)

C.E.CORY, Notary Public.

Commission expires Dec. 16, 1926.

STATE OF KANSAS)
)
 MIAMI COUNTY) SS

BE IT REMEMBERED that on this 16th day of December, A.D. 1922, before the undersigned R.A. Dummire, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came William C. Wiskimen, who is personally known to me to be one of the same persons who executed the foregoing instrument of writing as grantors, and such person 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 written.

R.A.DUNMIRE, Notary Public.

(SEAL)

Commission expires May 14, 1924.

Recorded Jan. 20, 1923.
2:35 P.M.

Isa E. Wellman.
Register of Deeds

Joe Wellman
Deputy.

M O R T G A G E

THIS INDENTURE, made the 19th day of December, A.D. 1922 between August J. Koehler, unmarried of the County of Shawnee and state of Kansas, party of the first part, and The Topeka Mortgage and Investment Company, a corporation under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of NINE HUNDRED AND NO/100 Dollars, in hand paid, the receipt whereof is ^{hereto} acknowledged, does hereby grant, bargain, sell convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and the State of Kansas, to wit:

The South Half ($S\frac{1}{2}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Two (2), Township Thirteen (13), Range Seventeen (17), Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he will warrant and defend the same against the lawfull claims of all persons whomsoever.

PROVIDED, HOWEVER, that whereas the said party of the part is justly indebted to the second party in the principal sum of -- NINE HUNDRED AND NO/100--Dollars, according to the terms of a certain mortgage note or bond of even date herewith executed by said party of the first part, in consideration of an actual loan of the aforesaid, payable to the order of the said second party, with interest thereon from January 1st, 1923 until maturity at the rate of six per cent per annum, payable semi-annually on the first days of January and July in each year, according to the terms of interest notes thereto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America at the office of Topeka Mortgage and Investment Company in Topeka, Kansas, and all of said notes and indebtedness to draw ten per cent interest after maturity or default.

NOW, THEREFORE, if said party of the first part shall perform all and singular the covenants herein contained; then this mortgage to be void, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the

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