

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.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands day and year first above written.

E. T. Arnold

Maud M. Arnold.

STATE OF KANSAS, DOUGLAS COUNTY, SS:

BE IT REMEMBERED, That on this 9th day of May A. D. 1923, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came E. T. Arnold & Maud M. Arnold 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.

A. F. McClanahan Notary Public.

Recorded May. 10. 1923

Commission expires April 20. 1925

At 9:00 O'clock A. M.

Geo E. Wellman.
Register of Deeds.

FIRST MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Dockie Clarence Sutton and Mable Sutton, (his wife), of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to MAXWELL INVESTMENT COMPANY, of Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit: The West 95 acres of the Southeast Quarter (SE $\frac{1}{4}$), Section Number Thirty-five (35), Township Number Fourteen (14) South, Range Number Nineteen (19) East, containing 95 acres, more or less, together with all the improvements thereon and the appurtenances thereunto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to MAXWELL INVESTMENT COMPANY, its successors and assigns, the payment of the sum of Thirty Five Hundred Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable annually, according to the terms of interest

THE FOLLOWING IS PRESENTED BY THE ORIGINAL INSTRUMENT:
 \$3,500.00.
 Received of *Dockie Clarence Sutton and Mable Sutton* his wife, Mortgage, the sum of *thirty-five hundred* Dollars, in full satisfaction of the within mortgage.
 (Copy Seal)
Notary Public for Douglas County, Kansas
Geo E. Wellman
May 10 1923
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