

REAL ESTATE MORTGAGE.

THIS INDENTURE, Made the Fifteenth day of June, A. D. 1923 Between Eli Taylor, and Lulu May Taylor his wife, of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and COMMERCE TRUST COMPANY, a corporation, of Kansas City Missouri, party of the second part.

Witnesseth: That the said party of the first part, in consideration of the sum of NINE THOUSAND FIVE HUNDRED Dollars, in hand paid, the receipt whereof is hereby 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 State of Kansas, to-wit: All that part of the Northeast Quarter ($\frac{1}{4}$) of Section No. Thirteen (13), lying East of the Public Road now laid out and established- containing Seventy-one and One-half ($71\frac{1}{2}$) acres, more or less; In Township No. Twelve (12), Range No. Eighteen (18);

Also,

All of the Northwest Quarter ($\frac{1}{4}$) of Section No. Eighteen (18); and The West Half ($\frac{1}{2}$) of the Southwest Quarter ($\frac{1}{4}$), the Southeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), the West Half ($\frac{1}{2}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), and the Southeast Quarter ($\frac{1}{4}$) of the Northeast Quarter ($\frac{1}{4}$) of the Southwest Quarter ($\frac{1}{4}$), all in Section No. Seven (7);

All in Township No. Twelve (12), Range No. Nineteen (19); All the lands above described aggregating Three Hundred Eighty-eight and One half (388 $\frac{1}{2}$) acres, more or less.

To Have and to Hold the same, with appurtenances thereto belonging or in any wise 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 they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of NINE THOUSAND FIVE HUNDRED Dollars, according to the tenor and effect of one promissory note, numbered 26297 (6), bearing even date herewith, for the sum of NINE THOUSAND FIVE HUNDRED Dollars, payable to the order of said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, with interest thereon from date until maturity at the rate of six per cent. per annum, payable annually, on the First day June in each year, according to interest coupons attached to said note, and which said note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder of holders of said note, become due and payable, and

The following is endorsed on the original instrument: "Commerce Trust Company, the mortgagee within insured, has paid an advance of all payment of the debt secured by the foregoing mortgage, and accepts as full payment thereof the sum of \$100,000.00, to discharge the same of record. In this regard, the said Company has caused these policies to be signed by its President and its common seal to be affixed this ninth day of January A. D. 1911."

Commerce Trust Company
By A. H. Brown, President (BP)

1931.

Recorded *James*
Elmer & Associates
King of Dells
San Francisco, Cal.