

MORTGAGE

THIS INSTRUMENT, made the 25th day of July A.D. 1923 between George Thurter and Carrie Belle Thurter, husband and wife of the County of Douglas and State of Kansas, party of the first part, and Bartlett Brothers Land and Loan Company, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, party of the second part.

WITNESSETH, that the said party of the first part in consideration of the sum of Fourteen Hundred Dollars in hand paid the receipt whereof is hereby acknowledged do 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:

The Northwest quarter of the Northeast Quarter of Section six (6) in township Fourteen (14) of Range Eighteen (18) and Two (2) acres in the Southeast corner of the Southwest Quarter of Section Thirty-one (31) in Township Thirteen (13) of Range Eighteen (18) cut off by the county road crossing the corner of said quarter section. Containing Forty-two acres.

As additional and collateral security for the payment of the note hereinafter described and all sums to become due under this mortgage, said party of the first part hereby assign--to said party of the second part its successors and assigns all the rents profits revenues royalties rights and benefits accruing to said party of the first part under all oil and gas leases on said premises with the right to receive the same and apply them to said indebtedness as well before as after default in the conditions hereof; and said party of the second part is further authorized to execute and deliver to the holder of any such oil and gas lease upon said premises a binding receipt for any payments made under the terms of said lease or leases and to demand sue for and recover any such payments when due and delinquent; this assignment to terminate and become null and void upon release of this mortgage.

TO HAVE AND TO HOLD the same with appurtenances thereto belonging or in anywise appertaining including any right of homestead and every contingent right or estate therein until 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 covenant 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 incumbrances 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 (\$1400) Fourteen Hundred Dollars on the first day of August A.D. 1923 with interest thereon at the rate of six per cent per annum payable on the first day of February and August in each year together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due and on said principal sum after the same becomes due and payable according to the tenor and effect of a promissory note, bearing even date herewith, executed by the party of the first part and payable at the office of said company in St. Joseph, Missouri; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said party of the first part otherwise to remain in full force and effect.

And the said party of the first part do 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 thereby and any costs charges or attorney's fees incurred and paid by the party of the second part its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas on said premises or on the lien created by this instrument, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured to the amount of \$750; in insurance companies acceptable to the party of the second part its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so the said party of the second part its successors or assigns may pay such taxes and assessments make such repairs or effect such insurance; and the amount paid therefor, with interest thereon from the date of payment at the rate of ten per cent per annum shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

And the said party of the first part do further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns may without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns shall be entitled to immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof the said party of the first part have hereunto set their hands the day and year first above written.

George Thurter
Carrie Belle Thurter

State of Kansas) ss
County of Douglas)

On this 4th day of September A.D. 1923 before me a Notary Public in and for said County personally appeared George Thurter and Carrie Belle Thurter his wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.
My Commission expires September 15th 1925

(L.S.)

RECORDED Sept 10, 1923
At 11:30 O'clock A.M.

E. J. Wilkey
Notary Public
J. E. Wellman
Register of Deeds
By J. E. Wellman
Deputy

MORTGAGE

B. C. Willison, a single man Mortgage and Warranty to The Farm Mortgage Trust Company of Topeka Kansas real estate in the County of Douglas and State of Kansas described as follows, to-wit:

The North half of the Northwest Quarter (NW 1/4) of Section Twenty Seven (27) Township Thirteen (13) South, of Range Nineteen (19) East of the 6th Principal Meridian, containing 80 acres, more or less, according to Government Survey.
to secure the payment of \$105.00 due as follows: \$62.50 on or before the first day of May 1924 & 6% semi-annual interest from May 1, 1923, \$42.50 on or before the first day of May 1925 & 6% semiannual interest from May 1, 1923.

This mortgage is subject and second to a mortgage to The Farm Mortgage Trust Company to secure the payment of \$2700.00

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee,

The following is endorsed on the original instrument.

It is hereby certified that this mortgage has been paid in full and the amount thereof has been credited to the State of May 1925.
By Chas. W. Graham, Secy

Recorded May 5, 1925

Doc. 6, Wellman
Register of Deeds

FRONT