

Husband and wife, who are personally known to be 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.

U.S.  
My Commission expires April 18 1925.  
Recorded Sept. 21 1923.  
At 2:25 o'clock P.M.

Dick Williams.  
Notary Public.  
Douglas County Kansas.  
*Joe E. Williams*  
Register of Deeds.  
By *Joe Williams*  
Deputy.

REAL ESTATE MORTGAGE.

This Indenture, Made the first day of September, A.D. 1923, between Stubbs Land and Cattle Company, a corporation, organized under the laws of Delaware, and authorized to do business in the state of Kansas, of the County of New Castle and State of Delaware 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 Eight 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: The Southwest Quarter (1/4), of Section No. Two(2), Township No. Thirteen (13), Range, Nineteen (19), Containing One Hundred Sixty (160) 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 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 Eight Thousand Five Hundred -- Dollars according to the tenor and effect of one promissory note numbered 26560 (3-9) bearing even date herewith, for the sum of Eight Thousand Five Hundred Dollars (\$8,500.00) 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 semi-annually on the first day of March and September in each year, according to interest coupons attached to said note and which 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, then all of said principal and interest shall at the option of the legal holder or holders of said note, become due and payable, and that both principal and interest are to bear interest at the rate of eight per cent per annum after maturity, 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 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 be, and any costs, charges or attorneys' fees incurred and 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 taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note hereby secured, 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 in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$4,600.00 against loss by fire, and not less than \$4,600.00 against loss by wind storm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; and in case of failure to do so, the said party of the second part, its successors and assigns, may pay such taxes and assessments, make such repairs, or effect such insurance; and the amounts so paid therefor, with interest thereon from the date of payment at the rate of eight 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 does 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 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 judgement 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 has hereunto set its hand and seal the day and year first above written.

Witnesses.  
Attest \_\_\_\_\_  
*E. W. Zea*  
Secretary.  
Corp. Seal.

Stubbs Land and Cattle Company.  
By *E. W. Zea*  
President.

ACKNOWLEDGEMENT.

State of Missouri.) ss.  
County of Jackson.)

On this 11th day of September A.D. 1923, before me a Notary Public in and for said County, personally appeared E.W. Zea, President of Stubbs Land and Cattle Company, who is personally known to me to be the President of said Stubbs Land and Cattle Company, and the same person named in and who executed the foregoing instrument, and acknowledged that he executed the same as the voluntary act and deed of said Stubbs Land and Cattle Company.

Witness my hand and official seal the day and year last above written.

L.S.  
My Commission expires May 14- 1925.  
Recorded Sept. 21st 1923.  
At 2:30 o'clock P.M.

*Wm. E. Benson*  
Notary Public.  
*Joe E. Williams*  
Register of Deeds.  
By *Joe Williams*  
Deputy.

For Assignment See Book 65 Page 144 Oct 20 1923  
Received  
*Joe E. Williams*  
Register of Deeds  
This mortgage was filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 21st day of September, 1923.  
At: Charles W. West - President