

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described notes mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon or interest or principal of any prior mortgage is not paid, when the same is due or if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable then the whole of said sum or sums and interest thereon shall by these presents become due and payable at the party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest or in any of the conditions of this contract. Said party of the second part may at its option make any payments necessary to remove any outstanding title, lien, or incumbrance 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 or assigns, and words used in the singular number shall include the plural and words used in the plural shall include the singular.

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

State of Kansas. | SS.
Douglas County. |

Be It Remembered, That on this 24 day of Nov. A.D. 1923 before me the undersigned a Notary Public in and for the County and State aforesaid came Wilder S. Metcalf and Alice L. Metcalf, who are personally known to me to be the same persons who executed the within instrument of writing and said 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.

L.S.

My Commission expires Jan 23 1924.

Wilder S. Metcalf. (SEAL)
Alice L. Metcalf. (SEAL)

C.M. Wenter.

Notary Public.

Register of Deeds.

By Joe E. Wellman
Deputy.

MORTGAGE.

From
To

W. A. Kinzie et vir.

The Farm Mortgage Trust Company

State of Kansas, Douglas County, ss
This Instrument was filed by record on the 28th day of Nov. A.D. 1923.
At 9:20 o'clock A.M.

Joe E. Wellman
Register of Deeds

By Joe E. Wellman
Deputy.

W.A. Kinzie and Christena Kinzie, Husband and wife, Mortgage and Warrant 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 Northwest quarter of Section two (2) Township Fourteen (14) South of Range Eighteen (18), East of the 6th P.M. containing 160 acres, more or less, according to Government Survey, to secure the payment of \$175.00 due as follows: \$35.00 on or before the first day of October, 1924. \$35.00 on or before the first day of October 1925. \$35.00 on or before the first day of October 1926. \$35.00 on or before the first day of October 1927. \$35.00 on or before the first day of October 1928.

This Mortgage is subject and second to a mortgage to The Connecticut Mutual Life Insurance Co. to secure the payment of \$3500.00 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, or may pay the taxes on said land, and the amount so paid for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage. If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage, or in payment of the taxes on said premises when due, or if any of the conditions or agreements set out in said prior mortgage are not conformed to or complied with, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

Witness Our Hands, This 18th day of September 1923.

W.A. Kinzie.
Christena Kinzie.

State of Kansas. | SS.
Franklin County. |

Be It Remembered, That on this 21st day of Sept. 1923 before me, a Notary Public in and for said County and State, came W.A. Kinzie and Christena Kinzie, Husband and wife, to me personally known to be the same persons described in and who executed the foregoing mortgage and duly acknowledged the execution of the same as their voluntary act.

In Testimony Whereof, I have hereunto set my hand and seal the day and year last above written.

L.S.

My Commission expires Dec. 28, 1923.

H.H. Cowen.

Notary Public.

ASSIGNMENT.

From
I.J. Spencer Lawson
To
Louise Lawson.

The following is endorsed on original instrument Book 60 Page 3.

State of Kansas Douglas County, ss.
This instrument was filed by record on the 28th day of Nov. A.D. 1923.
At 3:00 o'clock P.M.

Joe E. Wellman
Register of Deeds.
By Joe E. Wellman
Deputy.

The following endorsement on the instrument hereinbefore recorded cancelled this 24th day of November A.D. 1923.
 The Farm Mortgage Trust Company
 By J. O. Hanger, President.

For Release See Book 65 Page 174
 Oct 10 1923
 Joe E. Wellman
 Register of Deeds

Corp Seal