

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 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.

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

Lewis E. Tucker
Dora Tucker

State of Kansas, County of Douglas, ss:

Be It Remembered That on this 17th day of February, A.D. 1924 before me, the undersigned a Notary Public within and for the County and State aforesaid, came Lewis E. Tucker and Dora Tucker, 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 notarial seal, the day and year last above written.

A. F. McClanahan.
Notary Public.

L.S.

My Commission expires Apr. 20, 1925.

MORTGAGE.

From Steven A. Thorne et al.
a To Baldwin State Bank.

State of Kansas, Douglas County, ss:
This instrument was filed for record On the 20th day of March, A.D. 1924, at 4:05 P.M.

Joas E. Wellman
Register of Deeds.
Joas E. Wellman Deputy.

This indenture Made this 18th day of March, 1924 between Stephen A. Thorne and Edith H. Thorne, his wife of Douglas County in the State of Kansas of the first part, and The Baldwin State Bank of Douglas County, in the State of Kansas, of the second part;
Witness That the said parties of the first part, in consideration of the sum of One Thousand Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, its successors and assigns, all the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:
All of Lot Ninety Six (96) and the East half of Lot Ninety Eight (98) on Jersey Street Baldwin City, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever:
Provided Always, And these presents are upon this express condition, that whereas said Stephen A. Thorne and Edith H. Thorne hath this day executed and delivered 60 certain promissory notes to said party of the second part, for the sum of Twelve hundred fifty Dollars, bearing even date herewith payable at Baldwin State Bank Baldwin City Kansas in equal installments of Twenty 83/100 Dollars each, the first installment payable on the 15th day of April 1924, the second installment on the 15th day of May 1924, and one installment on the 15th days of each Month thereafter in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any one of the said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the part- of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent per annum from the date of said note until fully paid. Appraisal waived at option of mortgagee.

Now if said Stephen A. Thorne and Edith H. Thorne 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 note mentioned together with the interest thereon, according to the term 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 of money or any part thereof, or any interest thereon is not paid when the same is due; and 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, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable and said part- of the second part shall be entitled to the possession of said premises.

And the said parties of the first part for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seised in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances and that they will and their heirs executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Stephen A. Thorne
Edith H. Thorne

Attest---
State of Kansas)ss
Douglas County)

BE IT REMEMBERED that on this 19 day of March A.D. 1924 before me W M Clark a Notary Public in and for said County and State came S.A. Thorne and Edith H Thorne his wife to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(L.S.)
My Commission expires May 15, 1927

W.M. Clark
Notary Public

The following is entered on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the same thereby canceled and discharged.
As witness my hand this 18th day of February, A.D. 1924

Joas E. Wellman
Register of Deeds.
Joas E. Wellman Deputy.

This Release was written and acknowledged by the parties to the original instrument on this 18th day of February, A.D. 1924