

Public, in and for said county, personally appeared Charles S. Elliott President of the Capitol Building and Loan Association who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said president and then and there acknowledged the execution of said instrument to be his voluntary act and deed, and the voluntary act and deed of said company, for the uses and purposes therein set forth.

Witness my hand and Notarial seal on the day last above written.

C.A. Sterling.

L.S.
My Commission expires Jan. 19, 1925.

MORTGAGE.

From Charles B. Kirchner.
To Farm Mortgage Trust Co.

State of Kansas, Douglas County, ss:
This instrument was filed for record on the 7th day of April A.D. 1924. At 10:22 A.M.

Isa E. Wellman
Register of Deeds

BY Joel Wellman

Charles B. Kirchner and Elizabeth Kirchner, Husband and wife, Mortgage and Warrant to The Farm Mortgage Trust Company, of Topeka Kansas, real estate in the county and State of Kansas, described as follows, to-wit: The south half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township Fifteen (15) south of Range Nineteen (19), East of the 6th P.M. containing 80 acres more or less, according to Government survey, to secure the payment of \$140.00 due as follows: \$70.00 on or before the first day of April 1925; \$70.00 on or before the first day of April 1926.

This mortgage is subject and second to a mortgage to The Farm Mortgage Trust Company to secure the payment of \$2800.00. The said mortgage or assignments 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 mortgage or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest 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 5th day of October 1923.

Charles B. Kirchner.
Elizabeth Kirchner.

State of Kansas, ss:
Douglas County. ss:

Be It Remembered, That on this 3 day of Nov. 1923 before me, a Notary Public in and for said county and state, came Charles B. Kirchner and Elizabeth Kirchner 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.

A.L. Thompson.
Notary Public

My Commission expires Jan. 26 1924.

MORTGAGE.

From Benjamin S. Hoffman, etal
To Philippa Hoffman.

State of Kansas, Douglas County, ss:
This instrument was filed for record on the 7th day of April, A.D. 1924, at 10:45 A.M.

Isa E. Wellman
Register of Deeds.

By Joel Wellman Deputy.

This Indenture, Made this 10th day of Mch. in the year of our Lord one thousand nine hundred and twenty four, between Benjamin S. Hoffman, his wife Philippa Hoffman, of the County of Franklin and State of Kansas, parties of the first part, and Philippa Hoffman, party of the second part;

Witnesseth, That the said parties of the first part in consideration of the sum of \$3000.00 Three Thousand Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant bargain sell and mortgage to the said party of the second part her heirs and assigns forever all that tract or parcel of land situated in the County of Franklin and State of Kansas described as follows, to-wit:

Three South One hundred twenty acres (S 120 a) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Ten, (10) Township Fifteen (15) Range Eighteen (18) with the appurtenances and all the estate title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$----- Dollars each, and shall deliver the policies to said second party and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of \$3000.00 Three Thousand Dollars, according to the terms of a certain mortgage note or bond, this day executed by the said parties of the first part, and payable on the first day of March, 1929, to the order of said second part-- And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the

The following is endorsed on the original instrument.

This Release was written on the original mortgage of Benjamin S. Hoffman, et al, to Philippa Hoffman, of Douglas County, Kansas, dated this 10th day of March, 1924.

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