

# MORTGAGE

From

Elmer E. Cox, et ux.

To

The Farm Mortgage Trust Company

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the

24<sup>th</sup> day of August A. D. 1925

at 3:30 P. M.

By E. E. Neumann  
Register of Deeds.

Deputy.

*This Indenture*, Made this 1st day of July A. D. Nineteen Hundred and twenty-five,  
by and between Elmer E. Cox and Edna May Cox, husband and wife

Reg. Fee.  
No. 1036  
Fee \$17.50

in the county of Douglas and state of Kansas, part 10~~th~~ the first part, and THE FARM MORTGAGE TRUST COMPANY, (incorporated under the laws of Kansas,) located at Topeka, Kansas, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of SEVEN THOUSAND and no/100 to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its legal representatives and assigns forever, all the following described tract or parcel of land, lying and situated in the county of Douglas and state of Kansas, to wit:

The North Half of the Southeast Quarter (N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub>) of Section 3 and  
the North Half of the West 16 acres of the South Half (S<sup>1</sup>/<sub>2</sub>) of Section 2,  
Township 13<sup>N</sup>, Range 20, East of the 6th Principal Meridian, less the  
A.T. & S.F. railroad right-of-way, containing 84.71 acres, more or less,  
according to the government survey thereof.

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, unto the said party of the second part, its successors or assigns forever:

PROVIDED, HOWEVER, that if the said part 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 Seven Thousand and no/100 Dollars on the first day of September, A. D. 1932, with interest thereon at the rate of          per cent per annum, payable on the first day of March and September 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 or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of said company, in Topeka, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; 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 parties of the first part, otherwise to remain in full force and effect.

to secure the payment of one certain first mortgage real estate note No.          and coupons attached, executed and delivered by the said part          of the first part, bearing even date herewith, payable to the order of the said THE FARM MORTGAGE TRUST COMPANY

at its office in Topeka, Kansas, said note being for          Dollars, for which amount said part          of the first part justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said part          of the first part.

For Release See Book 67-198