

Additional: new

MORTGAGE

From

Elmer E. Cox, et ux.

To

The Farm Mortgage Trust Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 28day of AugustA. D. 1925at 5:40 P. M.Isa B. Wellman
Register of Deeds.

By

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,

in the county of Douglas and state of Kansas, parties of 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 Sixty-Five Hundred and no/100 Dollars in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and parcel of land, lying and situated in the county of Douglas and state of Kansas, to wit:

Commencing at a point on the West line of the SE $\frac{1}{4}$ of Section 3, Township 13, Range 20 where said West line of said SE $\frac{1}{4}$ is intersected by the South line of the railroad right-of-way of the A. T. & S. F. railway, thence East along the South line of said railroad right-of-way 2919.18 feet to the West boundary line of Shawnee Indian Reservation, thence South on said West boundary line of Shawnee Indian Reservation 1193.76 feet, thence West 2919.18 feet to the West line of the SE $\frac{1}{4}$ of Section 3, thence North to the place of beginning, containing 60 acres.

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 or assigns forever:

PROVIDED, HOWEVER, that if the said parties 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 Sixty-five Hundred and no/100 Dollars on the first day of September, A. D. 1932, with interest thereon at the rate of five 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 two promissory notes 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 Assignment See Book 67 Page 287