

## MORTGAGE

Reg. No. 3734  
Fee Paid \$7.50

From

Lillian I. Cox et al

To

Farm Mtg. Invest. Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 26

day of Sept. A. D. 1928.

at 9:50 A. M.

By

Deputy.

Isa E. Wellman  
Register of Deeds.For  
Assignment  
See Book 75  
Page 385

This Indenture, Made this 31st day of March A. D. Nineteen Hundred and Twenty eight

by and between Lillian I. Cox a widow, Jas W. Smith and Grace L. Smith, husband and wife,

Richard A. Cox and Jessie Cox husband and wife, Roy C. Cox and Lillian L. Cox, husband and wife, Elmer E. Cox and Edna M. Cox husband and wife, Daisy M. Winy and Willard Winy wife and husband and Lillian I. Cox guardian for Oscar Lemmel Cox, Albert L. Cox and Dorothy Lillian Cox minor children and Lillian I. Cox 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 Three Thousand and no/100 DOLLARS to them 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, 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, to wit:

The east twenty seven (27) acres of the southeast quarter (SE $\frac{1}{4}$ ) of section thirty four (34) and the west thirteen and one half (13 $\frac{1}{2}$ ) acres of the southwest quarter (SW $\frac{1}{4}$ ) of section thirty five (35) all in Township Twelve (12) south range twenty (20) East of the sixth Principal Meridian containing in all Forty and one half (40 $\frac{1}{2}$ ) acres more or less according to the Government Survey thereof.

(The following is attached to the original instrument)

State of Kansas  
Shawnee County 188

Be it remembered that on this 22nd day of September A.D. nineteen hundred and twenty eight before me the undersigned a Notary Public in and for said county and state came Richard A. Cox and Jessie Cox husband and wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth. In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LS My commission expires May 7, 1930. Shawnee County Nell M. Douglas, Notary Public

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 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 Three Thousand and no/100 Dollars on the first day of April A.D. 1933, with interest thereon at the rate of five per cent per annum payable on the first day of April and October 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 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 party 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 party of the first part is 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 party of the first part.