

Provided, Always, And these presents are upon this express condition, that where-
as said parties of the first part have this day executed and delivered their certain promissory note in
writing to said party of the second part, for the sum of \$190.00, payable in ten equal installments of
\$19.00 each on the first days of February and August of each year after the date thereof until fully
paid, with interest at ten per cent per annum after maturity until payment both principal and interest
paid, with interest at ten per cent per annum after maturity until payment both principal and interest
payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and
agreed that the note secured by this mortgage is given for and in consideration of the services of THE
CENTRAL TRUST CO. in securing a loan for said parties of the first part, which loan is secured by the
mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of
the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or
partly before its maturity.

NOW, If said parties of the first part 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 terms 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 or sums of money, or any part thereof, or any interest thereon, or interest or principal of any
prior mortgage, is not paid, when the same is due, or if the taxes and assessments or 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, then the whole of said sum or sums, and interest thereon, shall,
by these presents become due and payable at the option of said party of the second part, and said party
of the second part shall be entitled to the possession of said premises. In case of foreclosure, said
property may be sold with or without appraisal, and with or without receiver, as the legal holder
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 may, at its option, make any payments necessary to remove any outstanding
title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any in-
surance premiums, 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.

The terms, conditions and provisions hereof, whether so expressed or not, shall
apply to and bind the respective parties hereto, their heirs, executors, administrators, successors
and assigns, and words used in the singular number shall include the plural and words in the plural include
the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hands the day and year first above written.

H. D. Hill.
Lotta Hill

State of Kansas, Douglas County, ss:

Be It Remembered, That on this 24 day of August A. D. 1925, before me, the under-
signed, a Notary Public, in and for the County and State aforesaid, came H. D. Hill and Lotta Hill his
wife, who are personally known to me to be the same persons who executed the within instrument of writ-
ing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand, and affixed my official seal,
the day and year last above written.

L. S.

Dick Williams Notary Public.

Commission expires April 18, 1928.

MORTGAGE

FROM Elmer E. Cox, et ux.

TO The Farm Mortgage Trust Co.

State of Kansas, Douglas County
This instrument was filed for
record on this 24th day of Aug.
A. D. 1925, at 3:35 o'clock P.M.

Wm. E. McLean
Register of Deeds

Reg. Fee
1037
Fee \$1.25

THIS INSTRUMENT, 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 do hereby MORTGAGE and WARRANT
to said party of the second part, its successors and assigns, forever, all the following real estate in
the County of Douglas and State of Kansas, described as follows, to-wit:

The North Half of the Southeast Quarter (NESE) of Section 3 and the North Half
of the West 16 acres of the South Half (SE) of Section 2, Township 13, 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 secure the payment of \$490.00 payable as follows:
\$163.00 on or before the first day of September, 1926 @ 6% semi-annual interest from September 1, 1925
\$163.00 on or before the first day of September, 1927 @ 6% semi-annual interest from September 1, 1925
\$164.00 on or before the first day of September, 1928 @ 6% semi-annual interest from September 1, 1925

This mortgage is subject and second to a mortgage to The Farm Mortgage Trust
Company to secure the payment of \$7,000.00.

The said mortgagee or assigns 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
mortgagee, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes,
together with interest thereon at ten per cent per annum, shall be a lien on said premises and be se-
cured 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 the 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 1st day of July, 1925.

Elmer E. Cox.
Edna May Cox.

State of Kansas, Douglas County, ss.

For Release See Book 67-Page-199.