

BANK BUILDING STATIONERY CO. KANSAS CITY MO 64101

\$155.25; \$155.06;
 at note being payable
 first and March first

said party of the

er which are now, or
 all taxes assessed
 the notes or debt sec
 taxes together with
 v to be paid, but if
 ty of the first part
 the holder of this
 cent per annum,

ments thereon in as

ty of the second
 deliver the policies
 said buildings so
 this mortgage may
 shall be secured

iums are paid as here
 from the party of the
 f payment.

said notes, or any
 rest on any extension
 is a failure to
 herein secured shall
 t without notice, and
 per cent per annum

regarding covenants
 ll be released by the
 st part, in case of
 r statutory penalty

to set their hands

an (SEAL)
 (SEAL)

undersigned a Notary
 husband and wife who
 mortgage deed and dul

ial seal the day

glas County, Kansas

.....

Douglas co. ss
 as filed for record
 9:50 A.M.

Wellman
 r of Deeds.

Dunigan, a widow,
 welcome Mortgage
 office at Topeka,

the sum of ninety
 s by these presents,
 successors or assign
 y bounded and describ

teen (13) South
 pe line right of way,

atements and appurten-
 incumbrance. This
 rt to The Prudential
 covering the above

n that whereas, said
 note in writing to
 1926; Apr. 7, 1927

7, 1930 and Apr. 7,
 payment, both prin-

any, --Topeka, Kansas
 is given for and in

securing a loan for
 referred to and ex-
 loan and is to be paid

ty.
 to said party of the
 e mentioned, together
 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 of 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, 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. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by party of the first part, and may pay any unpaid taxes or assessments charged against said property and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent, in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

State of Kansas
 County of Douglas

Charlotte E. Dunigan

Be it remembered, That on this 23 day of February A.D. 1926 before the undersigned a Notary Public within and for the county and State aforesaid came Charlotte E. Dunigan a widow, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

IS
 My Commission expires Sept. 9, 1929

Alberta Collins
 Notary Public.

From MORTGAGE.

Carrie J. Derby et al

To R.L. Patton

State of Kansas, Douglas co, ss
 This instrument was filed for rec-
 ord Feb. 26, 1926. At 11:00 A.M.

Laak. Wellman

Register of Deeds.

This Indenture, Made this 25th day of February in the year of our Lord one thousand nine hundred twenty six by and between Carrie J. Derby and Fred A. Derby her husband of the County of Shawnee and State of Kansas, parties of the first part and R.L. Patton party of the second part.

Witnesseth, That the said parties of the first part for and in consideration of the sum of Fifteen Thousand and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold by these presents Grant, bargain, sell convey and confirm unto the said party of the second part and to his heirs and assigns forever, all of the following described tracts, pieces or parcels of land, lying, and situate in the County of Douglas and State of Kansas, to-wit:

The east half (E $\frac{1}{2}$) of the southwest quarter (SW $\frac{1}{4}$) of section ten (10) in Township thirteen (13) South of range eighteen (18) except the following described piece of land to-wit: Beginning eighty (80) rods east of the southwest corner of said quarter section and thence north to Wakarusa Creek, thence down said creek to such a distance that if a line be run south to the south line of said quarter section and west to the place of beginning, there shall be five (5) acres, also except the right of way of the St. Louis, Lawrence, and Denver Railroad (if such right of way exists). (Also a part of the southeast quarter (SE $\frac{1}{4}$) of said section ten (10) described as follows: Beginning at the northeast corner of said quarter section, running thence west sixty (60) rods, thence south eighty (80) rods, thence west one hundred (100) rods to the west line of said quarter section, thence south eighty (80) rods, thence east one hundred sixty (160) rods, thence north to the place of beginning, except that part of the northeast quarter of the said southeast quarter lying north of Coon creek all being in Township thirteen (13) south of range eighteen (18) east of the 6th P.M. and containing in all 173 acres more or less; Also a tract described as follows: Beginning at the northeast corner of section fifteen (15) in township thirteen (13) south of range eighteen (18) east of the 6th P.M. thence running south along the east line of said section fifteen (15) one thousand eighty four and one half (1024.5) feet to the intersection with the center line of the public road bearing from southeast to northwest, thence in a northerly direction along center line of said road two thousand five hundred fifty six and eight tenths (2556.8) feet to the intersection with the north line of said section fifteen (15) thence east along the north line of said section fifteen (15) two thousand three hundred fifteen (2,315) feet to the point of beginning containing twenty eight and eighty two hundredths (28.82) acres more or less.

To Have and To Hold, the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns forever. 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 incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever, against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit: First. Said Carrie J. Derby and F.A. Derby are justly indebted unto the said party of the second part in the principal sum of (\$15,000.00) Fifteen Thousand Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Carrie J. Derby and F.A. Derby and payable according to the tenor and effect of one certain First Mortgage real estate note executed and delivered by the said Carrie J. Derby and F.A. Derby bearing date February 25th 1926 and payable to the order of the said R.L. Patton five years after date at Topeka, Kansas with interest thereon from date until maturity at the rate of 5 $\frac{1}{2}$ per cent per annum payable semi-annually, on the 1st days of March and September in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by ten coupons attached to the said principal note and of even date therewith and payable to the order of said R.L. Patton at Topeka

Rec. No. 1499
 Fee Paid 375

Filed Oct. 27, 1926
 Register of Deeds.

Notary Public for Kansas
 State of Kansas

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 State of Kansas

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