

From James G.H. Jones et al
To McCorkle Bond & Mfg. Co.

MORTGAGE

State of Kansas, Douglas Co., ss
This instrument was filed for record
Mch. 1, 1926. At 4:00 P.M.

Lea E. Wellman
Register of Deeds.

This Indenture, Made this twenty first day of January A.D. 1925 between James G.H. Jones and Mary J. Jones his wife of Douglas County Kansas parties of the first part and McCorkle Bond and Mortgage Company, party of the second part:

Witnesseth, That said James G.H. Jones and Mary J. Jones his wife justly indebted to said second party in the sum of fifteen hundred (\$1500.00) Dollars evidenced by one certain Promissory note dated January 21, 1926 executed by said James G.H. Jones and Mary J. Jones his wife, payable to the order of the said second party as follows: Fifteen Hundred (\$1500.00) Dollars on the first day of April 1931 with interest at eight per cent per annum from the first day of February 1926 until maturity payable semi-annually according to coupons to said note attached. Both principal and interest after due shall bear interest at ten per cent per annum until paid; payable at the office of McCorkle Bond and Mortgage Company, Kansas City Missouri. To secure payment of aforesaid indebtedness, with interest and a performance of all covenants herein expressed said first parties do hereby sell, warrant, and convey to said second party as heirs, executors, administrators or assigns, the following described premises situated in Douglas County, State of Kansas, to-wit:

The west half of the northwest quarter of section three (3); All that part of the east half of the northeast quarter of section four (4) lying east of the right of way of the Atchison, Topeka & Santa Fe Railroad; All that part of the south half of the south east quarter of section four (4) and all that part of the north half of the north half of the northeast quarter of section nine (9) lying west of the right of way of the Atchison Topeka and Santa Fe Railroad. All in township fourteen (14) South range twenty (20) East of the 6th P.M. containing two hundred nine acres.

Together with all the rights thereunto appertaining including right of homestead and all marital rights hereby covenanting to warrant and defend the title to said premises against the claims of all persons. Said first party shall neither commit nor permit waste on said premises. shall pay all taxes and all local assessments levied thereon, before delinquency, and until the debt hereby secured is fully paid, shall procure, maintain and deliver to second party or assigns, approved insurance (premium paid) on the buildings thereon, in the sum of none, less payable to second party or assigns as additional security hereto.

Said second party or the owner of said note, may pay said taxes or local assessments, redeem said premises from any sale for taxes or local assessments, or procure said insurance, on failure of first parties to do so, and all money so advanced, with interest at ten per cent shall be repaid by said first parties and be secured by this Indenture. It is further agreed that time shall be material, and the essence of this contract that if default be made in the performance of any of the agreements herein provided, or contained in the note, by this Indenture secured, then said note shall at the option of the owner thereof become due and payable immediately without notice, and suit may be commenced at once in foreclosure of this Indenture, and interest at ten per cent per annum shall be computed on said note from the day to which interest has been paid thereon.

And it is further agreed in case of sale under judgment of foreclosure said premises shall be sold in one body and not in parcels.

Provided Always, That upon a full performance of all agreements at the time and in the manner herein specified then this Indenture, shall be void, and said second party shall execute and deliver to said first parties a release of said Indenture but shall not be required to record the same; otherwise to remain in full force and effect.

In Witness Whereof, The parties of the first part herunto set their hands.

Signed in the presence of

James G.H. Jones
Mary J. Jones

State of Kansas
Douglas County. SS

On this 23rd day of January A.D. 1926 before me, a Notary Public in and for said county personally came James G.H. Jones and Mary J. Jones his wife, personally known to me to be the same persons who executed the above instrument and they duly acknowledged said instrument and the execution thereof to be their free and voluntary act and deed.

Witness my hand and official seal the day and year last above written.
L.S. John H. Tucker
My Commission expires Sept. 9, 1929. Notary Public

From Merchants Loan & Savings Bank.
To Alfred Lawrence,

State of Kansas, Douglas County, ss;
This instrument filed March 2nd, 1926 at
9:00 AM.

Lea E. Wellman
Register of Deeds.

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Alfred Lawrence, Lawrence, Kansas, all our right, title and interest in and to a certain mortgage and the indebtedness secured there by, made and executed by George T. Wetzel & Bertha L. Wetzel, his wife, to The Merchants Loan & Savings Bank, which mortgage is recorded in Book 63 of Mortgages, Page 237, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We, have hereunto set our hand this 26th day of February, 1926.

Corp Seal.
State of Kansas)
Douglas County) ss;

The Merchants Loan & Savings Bank.
By F. C. Whipple
Cashier.

Be It Remembered That on this 26th day of February 1926, before me, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The Merchants Loan and Savings Bank, Lawrence, Kansas, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

L.S. My Commission expires September 10, 1927.

Jane Sheets
Notary Public.

Reg. No. 1511
Fee Paid 3.75

*The following is analyzed on the original instrument.
Recorded after 133 from Jones. This mortgage executed by James G.H. Jones and Mary J. Jones, his wife, dated January 21, 1926, and recorded in Book 63 of Mortgages, Page 237, in the office of the Register of Deeds in Douglas County, Kansas, and for McCorkle Bond & Mortgage Company, the successors to The Cattle Brand & Mortgage Company, do hereby acknowledge the same to have been their act and deed on the 21st day of January, 1926.
Corp Seal McCorkle Bond & Mortgage Company, by L. E. Dwyer, President.*

*Recorded July 2, 1931
State of Kansas
Register of Deeds.
This mortgage Book 63 Page 237*