

From Leonard Ice et al  
To Warren Mtg. co

MORTGAGE.

State of Kansas, Douglas co. ss  
This instrument was filed for record  
July 10, 1926. At 5:50 P.M.

*John E. Williams*  
Register of Deeds.

*For Assignment  
See Book 67  
Page 432.*

This Indenture, Made this 21st day of June A.D. 1926 between Leonard Ice and Rosa C. Ice his wife, of the first part and Warren Mortgage Company, of Emporia, Lyon County, Kansas of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Four Thousand Dollars paid by the second party, the receipt of which is hereby acknowledged have granted and sold and by these presents, do grant, bargain, sell and convey unto the said second party its heirs assigns or successors forever, all of the following described real estate situated in the Township of Kawaka County of Douglas State of Kansas, to-wit:

The southwest quarter of section four township thirteen, south range eighteen east of the 6th P.M. 1e: ss A tract of eight acres described as beginning at the northwest corner of the southwest quarter. thence south to the center of Deer Creek, thence down the center channel of Deer Creek until it intersects the center channel of Small Creek entering Deer Creek from the northeast, thence northeasterly up the center of channel of Small Creek to the north line of said southwest quarter, thence west on the north line of said quarter section to place of beginning.

To Have and To Hold the same with all the appurtenances therunto belonging unto the said second party its heirs, assigns or successors forever; and the said first parties 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 herein, free from all encumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided Always, and these presents are upon this express condition that whereas the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Four Thousand Dollars, lawful money of the United States of America being for a loan thereof on the day and date hereof, made by the said "Warren Mortgage Company to the said parties and secured by one certain promissory note bearing even date herewith payable to said Warren Mortgage Company or order, with interest at the rate of five per cent per annum from Sept 1, 1926 until fully paid, interest to be paid as stated in the principal note, as specified by interest notes or coupons of even dates herewith attached to said principal note principal and interest payable at The Atlantic National Bank of Boston, Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now if said first parties shall pay or cause to be paid the said sum of money with interest thereon according to the terms of said note, and pay off, remove and discharge all prior liens and encumbrances existing or that may hereafter arise, then these presents shall be void, but if said sum of money or any interest thereon, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable at the option of the second party, its assigns or successors, to be at any time hereafter exercised without notice, to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable, which the mortgagors or assigns shall neglect or refuse to pay, as herein set forth and charge them against the said first parties and the amounts so charged, together with interest at the rate of ten percent per annum, payable as stated in the principal note, shall be an additional lien upon the said mortgaged property, and the said mortgaged property, and the said mortgagee, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents issues and profits thereof.

Said first parties agree to keep the buildings erected, or to be erected, on said land insured to the amount of --- Dollars-- to the satisfaction and for the benefit of the second party, its heirs, assigns or successors, from this time until said note and all liens by virtue hereof are fully paid. Said parties further agree that when this mortgage is fully paid off and satisfied and a release given by the holder of the same, they will pay for the recording of such release.

It is hereby further agreed that the principal note shall bear interest after the same shall become due and payable, either by maturity or as hereinbefore specified, at the rate of ten per cent per annum, payable as stated in the principal note, said interest to be computed upon the amount then remaining due and unpaid upon said notes, from said date until the same shall be actually paid.

And the said first parties hereby waive all stay, valuation, homestead or appraisal laws of the State of Kansas.

In Testimony whereof, The said first parties have hereunto set their hands the day and year first above written.

Signed Sealed and delivered in the presence of :

Leonard Ice.  
Rosa C. Ice.

State of Kansas, Douglas County, ss;

I Hereby Certify that on this, the 21 day of June A.D. 1926 before me, the undersigned, a Notary Public in and for said County and State, came Leonard Ice and Rosa C. Ice, his wife, personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

L.S.

My Commission expires March 30<sup>th</sup> 1928.

Jennie Watt, Notary Public.