

costs and expenses, and may discharge all duties of a receiver.

Seventh, and it is further agreed and declared that this mortgage and the bond or note and coupons secured hereby are made under, and are to be construed by the laws of the state of Kansas. The foregoing conditions being fully performed this conveyance shall be void otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hands Aug. 5, 1926.

Signed in the Presence of
Witness to mark.
D. Coen Byrn
O.P. Watson

Edward Bumgardner
her
Stella K. X Bumgardner
mark

State of Kansas
County of Douglas

On this eleventh day of August 1926 before me the undersigned a Notary Public duly commissioned and qualified for and residing in said county and state personally came Edward Bumgardner and his wife Stella K. Bumgardner to me personally known to be the identical person described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be voluntary act and deed.

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

D. Coen Byrn
Notary Public.

IS

My commission expires December 15, 1929

Leonard Lee
To
Warren Mortgage Company

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Aug. 12, 1926. At 10:30 A.M.

Don T. Wellman
Register of Deeds.

This Indenture, Made this 21 day of June, A.D. 1926 between Leonard Lee and Rosa C. Lee his wife Douglas County, in the state of Kansas 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 Two Hundred Eighty Dollars, the receipt of which is hereby acknowledged do by these presents grant, bargain, sell and convey unto said party of the second part its heirs, assigns or successors all of the following described real estate situated in the 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. less a tract of eight acres described as beginning at the northwest corner of the south west 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, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining forever: Provided Always, and these presents are upon this express condition, that whereas, said first parties have this day executed and delivered a certain promissory note to said party of the second part for the sum of Two Hundred Eighty Dollars bearing even date herewith, payable at the office of Warren Mortgage Company, Emporia, Kansas, in equal installments of Forty Dollars each the first installment payable on the first day of September 1927 the second installment on the first day of September 1928 and one installment on the first days of September and September in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said note, and shall draw interest at the rate of ten per cent per annum from the date of said default until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above-described land (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise affect this mortgage or the note thereby secured, but that they will pay the sums hereby secured in full, as though no such payment of the first mortgage was made.

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, or any interest thereon, 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 or to pay off, remove and discharge all prior liens and encumbrances, or any interest thereon, then the whole of said sum, together with any 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 or any prior or outstanding lien or encumbrance, or any interest thereon, so due and payable which the mortgagor or assigns shall neglect or refuse to pay, as herein set forth, and charge them against said first parties, and the amounts so charged, together with interest at the rate of ten per cent per annum, shall be an additional charge on lien upon 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, All appraisalment, exemption and stay laws are hereby expressly waived.

And the said parties of the first part for themselves and their heirs do hereby covenant to and with the said party of the second part its heirs, assigns or successors, that they are lawfully seized in fee of said premises and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Four Thousand Dollars and that they will, and their heirs executors, and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hands the

Reg. No. 1943

Filed for Record Aug. 12, 1926

Warren Mortgage Company, Emporia, Kansas, of the second part.

FRONT