

LS Notary Public in and for Los Angeles, Calif. My commission expires December 14th, 1928.

Geo W. Kendall Notary Public.

State of California County of San Diego

On this 5th 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 Jane Fitzpatrick a widow and Mary F. Priest a widow to me personally known to be identical persons 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.

Earl Kenyon Notary Public.

LS My commission expires Feby. 25, 1929.

See # 189 Former Mtg.

From W.H. Wilbur To Collins Mtg. Co.

MORTGAGE.

State of Kansas, Douglas co. ss This instrument was filed for record Aug 28, 1926. At 10:30 A.M.

Isa E. Wellman Register of Deeds.

Indorsement See Book 67 Page 433

This Indenture, Made the 2nd day of August A.D. 1926 between W.H. Wilbur and Edith Wilbur his wife parties of the first part and Collins Mortgage Company a corporation party of the second part:

Witnesseth, That the said parties of the first part in consideration of Thirty Two Hundred and no/100 Dollars with interest thereon as hereby acknowledged do by these presents grant, bargain, sell and convey unto the said party of the second part and its successors and assigns forever, the following described real estate situated in the county of Douglas and state of Kansas, to-wit:

North half of south 80 acres of northwest quarter of section sixteen (16) and north half of south 80 acres of northeast quarter of section seventeen (17) all in township fifteen (15) Range twenty (20) east of sixth principal meridian.

Together with the privileges and appurtenances to the same belonging. To Have and To Hold the same to the said party of the second part its successors and assigns forever. And the said parties of the first part hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, and hereby warrant the title thereto against all persons whomsoever, and waive all right of homestead therein.

Conditioned However, That if W.H. Wilbur and Edith Wilbur his wife said parties of the first part their heirs, executors, administrators or assigns, shall pay or cause to be paid to the said party of the second part its successors or assigns on August 1, 1931 the sum of Thirty two Hundred and no/100 Dollars with interest according to the terms of a promissory note bearing even date herewith executed by W.H. Wilbur and Edith Wilbur his wife said parties of the first part to the said party of the second part and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof or upon the interest of the mortgage its successors or assigns in said premises or upon the note or debt secured by this mortgage and procure and deliver to said party of the second part, its successors or assigns at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments, and shall keep the buildings and other improvements on said premises in as good conditions and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens and upon demand by the said party of the second, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part agree to pay otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part become due and collectible at once by foreclosure or otherwise.

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

W.H. Wilbur Edith Wilbur

State of Kansas Franklin County

On this 28 day of Aug. A.D. 1926 before me personally appeared W.H. Wilbur and Edith Wilbur his wife to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

LS My Commission expires June, 7, 1930.

W.H. Moherman Notary Public in and for said County.

Vertical handwritten notes on the left margin, including dates like 'Recorded Sept. 3, 1927' and 'Aug. 10, 1927'.

FRONT