

State of Kansas }  
County of Johnson }SS

Before me the undersigned, a Notary Public in and for said county and state on this 28th day of September, 1926, appeared William H. Bailey a single man of lawful age, to me known to be the identical person who executed the foregoing instrument and such person duly acknowledged the execution of the same.

My commission expires May 6th, 1929. Witness my hand and notarial seal the day and year above set forth.

H.G. McAllister  
Notary Public in and for Johnson  
County, Kansas.

LS

From  
Wm H. Bailey  
To  
Commerce Trust Co.

MORTGAGE.

State of Kansas, Douglas County, SS  
This instrument was filed Sept. 29  
1926 at 4:45 P.M.

Register of Deeds

In consideration of Seven Hundred and no 100 Dollars, William H. Bailey, a single man of lawful age, of Douglas County, State of Kansas, hereinafter referred to as Mortgagors, whether one or more hereby grant bargain sell and convey unto the Commerce Trust Company, a corporation of Kansas City Missouri, Mortgages, its successors and assigns the following described real estate in Douglas County Kansas, to-wit:

The West half of the Southeast quarter (1/4), and The South Half (1/2) of the Southwest quarter (1/4), all in section no. sixteen (16), Township no. fifteen (15) south, range no. twenty-one (21) east, containing in all one hundred sixty (160) acres, more or less. subject only to first mortgage of even date herewith to the Southwest Mortgage Company securing payment of \$7,000.00. This conveyance intended as a mortgage to secure payment of a note of \$700.00 of even date executed by mortgagors payable to the Commerce Trust Company or orders at the office in Kansas City, Missouri, in ten installments as follows: \$70.00 on the first day of October, 1927, and \$70.00 on the first day of each October thereafter until the whole sum is fully paid. Interest on each installment from maturity at the rate of 10% per annum payable annually; but if any of said installments shall not be paid when due then all sums remaining unpaid shall become due and payable at the option of the holder and draw interest at the rate of 10% per annum from date of such default until paid.

Mortgagors further agree to pay all taxes and assessments levied on the premises when same are due and all other statutory liens and to pay promptly as due all principal or interest upon said first mortgage above mentioned as the same may mature and to procure and maintain such insurance as may be required in said first mortgage, and if either said taxes or assessments or any statutory liens, or the principal or interest on said first mortgage are permitted to remain unpaid and become delinquent, or should mortgagors fail to procure insurance as may be required or permit same to lapse the holder of this mortgage may at his option pay such delinquent taxes, assessments or liens or such past due principal or interest on first mortgage or procure insurance as may be required as aforesaid, advancing premiums therefore and for all such advances made to protect this lien shall be entitled to interest at the rate of 10% per annum until paid and this mortgage shall stand as security therefore.

It is further understood and agreed that should Mortgagors pay the debt herein secured as same shall mature and all advancements made by holder hereof with interest as provided then this conveyance shall be void and shall be released; but if default is made in the payment of the debt herein secured or any part thereof as same shall mature or in the performance of any covenants or agreements herein or in said first mortgage contained all of which are made a part hereof, a breach of any covenant in said first mortgage constituting a default hereunder then, or at any time following such default the holder hereof may at his option take possession of said premises and cause this mortgage to be foreclosed, and said premises sold according to law, appraisement hereby waived, and of the proceeds of such sale holder hereof shall be entitled to all sums due or to become due upon this debt with interest at 10% per annum from time of such default and to all advancements that may have been made with interest as provided and to costs of foreclosure.

Witness our hands this first day of September, 1926.

William H. Bailey

State of Kansas }  
County of Johnson }SS

Before me, a Notary Public in and for said county and state on this 28th day of September, 1926 personally appeared William H. Bailey of lawful age, to me known to be the person described in and who executed the foregoing instrument and duly acknowledged the execution of the same, and he further declared himself to be single and unmarried.

My commission expires May 6th, 1929.

H.G. McAllister  
Notary Public

From Citizens state Bank  
To  
Merchants L. & S. Bank

ASSIGNMENT,

State of Kansas, Douglas County, ss  
This instrument was filed for record  
Oct. 1st, 1926. At 9:50 A.M.

*Wm. C. Williams*

Register of Deeds.

For Value Received, We hereby sell transfer and assign to The Merchants Loan and Savings Bank. all our right title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by May G. Millikin to The Citizens State Bank, which mortgage is recorded in book 63 of Mortgages page 211 in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hand this 29th day of September, 1926.

corp. seal

The Citizens State Bank  
By A.F. McClanahan, vice president.

The following is endorsed on the original instrument:  
 The indebtedness secured by this mortgage was paid in full by the mortgagor, William H. Bailey, on the 28th day of September, 1926, and the same is hereby acknowledged by the mortgagor, William H. Bailey, on the 28th day of September, 1926.  
 M. C. Williams, Register of Deeds  
 Wm. C. Williams, Register of Deeds  
 Wm. C. Williams, Register of Deeds