

But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, and if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said party of the first part, for itself and its successors does hereby covenant to and with the said party of the second part, its successors and assigns, that it is lawfully seized in fee of said premises, and has good right to sell and convey the same, that said premises are free and clear of all encumbrances, except the first mortgage of \$30,000.00 hereinbefore referred to, and that it will, and its successors, shall forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set its hand and seal by its duly authorized officers this 1st day of December, 1926.

Jessie Marie Senor President
Phi Chapter of Alpha Omicron Pi
Incorporated.

Corp Seal Attest:
Alice Ward
By Its Secretary.

State of Kansas }
Douglas County } ss;

Be It Remembered That on this 10 day of December, A.D. 1926, before me, Alberta Collins, a Notary Public in and for said County and State, came Jessie Marie Senor and Alice H. Ward to me personally known to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S.
My Commission expires September 9, 1929.

Alberta Collins.
Notary Public.

MORTGAGE

From 2224
8.00
James F. Schnobly & Wife

To Bert Underwood

State of Kansas, Douglas Co. ss
This instrument filed for record
Dec. 13, 1926, at 2:05 P.M.

Geo E. Wellman
Register of Deeds.

This indenture, made this 7th day of December in the year of our Lord, one thousand nine hundred and twenty-six between James F. Schnobly and Elsie E. Schnobly, his wife, of Baldwin City, in the County of Douglas and State of Kansas, of the first part, and Bert Underwood of the second part, Witnesseth, That the said parties of the first part, in consideration of the sum of Thirty Two Hundred 00/100 Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to said party of the second part, his heirs and assigns, all that tract and parcel of land, situated in Douglas County, Kansas, and described as follows, to wit:

The North half of the Southeast Quarter (NE 1/4 of SE 1/4) of Section Sixteen (16) Township Fifteen (15), Range Twenty (20), containing 80 acres, more or less. Buildings on said land to be kept insured against loss by fire lightning and tornado for not less than \$1200.00 with loss payable to the holder of this mortgage during the continuance of this loan.

with the appurtenances, and all the estate, title and interest of the said parties of the first part hereunto hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of good and indefeasible estate of inheritance therein free and clear of all encumbrances.

This Grant is intended as a Mortgage to secure the payment of the sum of ---Thirty Two Hundred 00/100 Dollars, according to the terms of a certain real estate bond, this day executed by the said ---James F. Schnobly and Elsie E. Schnobly to the said party of the second part bond due December 15th, 1936, with interest according to the tenor of twenty interest coupons thereto attached/ Principal and interest payable at the Bankers Trust Company, New York City, New York, and subject to 10% interest after maturity.

And this conveyance shall be void if such payment be made as is herein specified, But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder thereof; and it shall be lawful for the said party of the second part, his executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

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

Signed sealed and delivered in presence of

James F. Schnobly (Seal)
Elsie E. Schnobly (Seal)

State of Kansas }
Douglas County } ss;

Be It Remembered That on this 10th day of December A.D. 1926 before me, a Notary

The following is endorsed on original instrument:
The within mortgage having been paid in full by Bert Underwood on the 15th day of May, 1937.
Bert Underwood
May 16, 1937
Geo E. Wellman