

MORTGAGE

THIS INDENTURE, Made this eighteenth day of December in the year of our Lord nineteen hundred and thirty between Bruce W. Warner and Margaret I. Warner, husband and wife (being of lawful age) of the County of Douglas and State of Kansas of the first part, and The Liberty Life Insurance Company, of Topeka, Kansas, of the second part,

WITNESSETH, That the parties of the first part, in consideration of the sum of \$600 Six Hundred Dollars to them in hand paid, the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and convey to the said party of the second part, its successors, heirs and assigns forever, the following tract or parcel of land situated in the County of Douglas, State of Kansas described as follows to-wit: The East half of the South One Hundred and Ten (110) acres of the South West Quarter of Section No Twenty-six (26) Township No. Thirteen (13) Range No Eighteen (18) with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part 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 therein, free and clear of all incumbrances; that they have good right to sell and convey said premises, and that they will warrant and defend the same against the lawful claims of all persons.

THIS GRANT IS INTENDED AS A MORTGAGE TO SECURE THE PAYMENT OF THE SUM OF \$600. Six Hundred Dollars, and interest thereon according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said parties of the first part payable to The Liberty Life Insurance Company, at the office of The Liberty Life Insurance Co., Topeka, Kansas, with interest payable semi-annually on the first day of June and December in each year. The parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent, and they in case of loss, to the mortgagee or assigns, and deliver the policy to the mortgagee as collateral security thereto.

NOW, if such payments be made as herein specified, this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided or if default be made in the agreement to insure, then this conveyance shall become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days after the same becomes due, the said first parties agree to pay to said second party or its assigns interest at the rate of ten per cent per annum, computed semi-annually on said principal note from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be, and not exceed, the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent, per annum in any suit for foreclosure of this mortgage; and it shall be lawful for the party of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted, or any part thereof in the manner prescribed by law, Appraisal waived or not at the option of the party of the second part, and out of the money's arising from such sale to retain the amount then due, or to become due, according to the conditions of this instrument, and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxes as other costs in the suit.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Bruce W. Warner (Seal)
Margaret I. Warner (Seal)

STATE OF KANSAS,
COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 22 day of December A. D. 1930 appeared before me, a Notary Public in and for said County and State Bruce W. Warner and Margaret I. Warner his wife to me personally known to be the same persons who executed the foregoing mortgage and duly acknowledge the execution thereof.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires April 12th 1930

E. J. Camp Notary Public

Recorded Dec. 26, 1930 A. D. at 9:40 A. M.

Elmer C. Cummings Register of Deeds

EXTENSION AGREEMENT

WHEREAS, there now remains unpaid on a certain note executed and delivered by John D. Gray and Margaret E. Gray, his wife, to The Prudential Insurance Company of America, secured by a mortgage upon real estate in Douglas County, Kansas, dated December 27th 1918 recorded in said County on January 11th 1919 in Volume 57 of mortgages on Page 184 the sum of Four Thousand Dollars, with interest from January 3rd 1931 and,

WHEREAS, title to the mortgaged premises is now vested in Margaret E. Gray, a widow, Lee Gray, Fred Gray and Florence Gray, subject to said mortgage and,

WHEREAS, the said Insurance Company has been requested to make said note payable as hereinafter agreed which it has consented to do in consideration of the payments to be made as herein provided.

NOW, THEREFORE, The said Margaret E. Gray, a widow; Lee Gray and Jessie Gray, his wife, Fred Gray and Lee Gray, his wife, Florence Gray, a single woman, hereby agree to pay the principal sum remaining due as aforesaid as follows: Four Thousand Dollars on or before five years from January 3, 1931 in annual payments of One Hundred Dollars, payable on the 3rd day of January each year beginning with the 3rd day

File No. 112
Fee Paid \$1.50

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the same hereby discharged.
As witness my hand this 6th day of April 1931
Elmer C. Cummings
Register of Deeds

Recorded - April 11, 1931
Alfred A. O'Neil
Register of Deeds