

And the said Solon Thacher Emery and Gladys E. Emery, his wife, Sarah Marguerite Emery Swartz and Charles Christian Swartz, her husband do hereby relinquish all right of homestead and other contingent rights in and to the said premises, and do hereby join in all the clauses, conditions and covenants hereof.

This grant is intended as a mortgage to secure the payment of Twenty-Six Thousand and No/100 Dollars, payable according to the terms of a certain promissory note, this day executed and delivered by the said parties of the first part to the said party of the second part, which said promissory note, both principal and interest is payable on an amortization plan in 65 equal semi-annual installments of Nine Hundred Ten and No/100 Dollars each, and one installment (the last to mature) of Seven Hundred Fifty-Eight and 84/100 Dollars all due and payable as follows: Nine Hundred Ten and No/100 Dollars semi-annually thereafter on the first day of June and December in each and every year to and including the first day of December 1965 and the first day of June and December in each and every year to and including the first day of June 1964 by which last installment of Seven Hundred Fifty-Eight and 84/100 Dollars on the first day of June 1964 by which and when the entire principal sum and interest shall be fully paid, together with interest at the rate of ten per cent per annum on any installment which shall not have been paid when due; and this conveyance shall be void if such payment be made as therein specified, but if default be made in such payment or any part thereof, or the interest thereon, of the taxes when due, or if the insurance is not kept in force thereon, or if said first parties shall do any act impairing the value of said mortgaged property or shall fail to perform all and singular the agreements herein contained, then this conveyance shall, at the option of the party of the second part, become absolute, and the whole amount secured hereby shall become immediately due and payable, without notice (anything herein or in said promissory notes to the contrary notwithstanding) and it shall be lawful for said party of the second part, its successors or assigns, at any time thereafter to proceed by foreclosure or any other lawful mode to collect the amount of said notes; and out of all the moneys arising from the sale under any such proceeding to retain the amount then due for principal and interest, together with the costs, as hereinafter provided, and charges of making such foreclosure sale, and the overplus, if any there be shall be paid by the party making such sale, on demand to the said parties of the first part, their heirs or assigns.

to the said parties of the first part, their heirs, assigns and assigns, that they will pay all taxes, charges or assessments levied upon the said real estate or any part thereof for all taxes, charges or assessments of every kind and character levied upon the State of Kansas, including all taxes, charges or assessments of every kind and character levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom. Upon violation of this obligation to pay all taxes, charges or assessments of every kind and character levied directly or indirectly upon this mortgage or the notes secured thereby or the income arising therefrom, without any deduction shall, at the option of the mortgagee, the sum of ten dollars (\$10.00) be added to the principal of the mortgage, and in any such event the debt hereby secured, without any deduction shall, at the option of the mortgagee, be immediately due and collectible; and the said first parties shall not be entitled to any refund of taxes, charges or assessments so paid by them, and the said first parties shall be obligated to pay to any officers against the sums hereby secured for taxes or assessments so paid by them, the cost of such payment, until the debt hereby secured is paid in full.

to any offsets against the sums hereby secured for the use of said first party, and said first parties further expressly agree that they will, at their own expense, until the indebtedness herein recited is fully paid, keep the buildings erected on said lands insured against loss by fire, lightning and wind-storm in the sum of \$-----dollars in insurance companies approved by said second party, its successors or assigns, each policy having a subrogation mortgage clause attached thereto, with loss, if any, payable to said second party, or assigns. In case of failure of said first parties to maintain such insurance as agreed, then said party of the second part, its successors or assigns, may effect such insurance, and said parties of the first part assume all responsibility of proof and care and expense of collecting such insurance if loss occurs.

In case of a failure of the parties of the first part to pay taxes, insurance and all assessments on said property, including all taxes and assessments of every kind and character levied upon the interest therein of the mortgagee or its assigns, and all taxes levied upon this mortgage or the notes secured thereby, the party of the second part may pay same and the amount thereof shall be added to and deemed a part of the principal sum secured hereby and bear ten per centum interest per annum and be repayable by the parties of the first part on demand. And in the event of the foreclosure of this mortgage the amount so paid shall be included in any judgment or decree rendered therein.

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

Signed, sealed and delivered in the presence of

Solon Thacher Emery (Seal)
Gladys B. Emery (Seal)
Sarah Marguerite Emery Swartz (Seal)
Charles Christian Swartz (Seal)

STATE OF KANSAS,
COUNTY OF DOUGLAS. SS.

On this 26th day of May A.D. 1931 before me, personally appeared Solon Thatcher Emery and Gladys E. Emery, 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.

Legal Seal

Bernice E. Jones

My commission expires Dec. 29, 1932

Notary Public in and for said
County

STATE OF CONNECTICUT
COUNTY OF FAIRFIELD SS Norwalk

On this 1st day of June A. D. 1931 before me personally appeared Sarah Marguerite Emery Swartz and Charles Christian Swartz, her husband, 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.

Legal Seal

Sara E. Lane

My commission expires Jany 1st, 1936

Notary Public in and for said
County

Recorded June 16, A. D. 1931 at 3:30 P. M.

Elie E. Armstrong

Register of Deeds