

MORTGAGE

Half Lumber Co., Topeka, Kansas

This Indenture, Made this 23rd day of October in the year of our Lord one thousand nine hundred fifty

James J. Farrell and Anna J. Farrell, Husband and Wife,

of the County of Douglas and State of Kansas parties of the first part, and THE FIDELITY SAVINGS STATE BANK of Topeka, County of Shawnee and State of Kansas, party of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Forty Five Hundred and No/100 - - - - - DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Convey and Confirm, unto the said party of the second part, and to its successors or assigns, forever, all of the following-described tracts, pieces or parcels of land, lying and situate in the County of Douglas and State of Kansas, to wit: All of the North Half (N $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Four (4) and all of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Five (5), and all of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8) all in Township Fifteen (15) South, of Range Nineteen (19) East of the Sixth Principal Meridian, according to the United States Survey thereof, containing approximately eighty-five acres.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors or assigns, forever. 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, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its successors or assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First, Said James J. Farrell and Anna J. Farrell are justly indebted unto the said party of the second part in the principal sum of Forty Five Hundred and No/100 - - - - - Dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said James J. Farrell and Anna J. Farrell and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, numbered One executed and delivered by the said James J. Farrell and Anna J. Farrell bearing date of October 23rd 1950, and payable to the order of the said The Fidelity Savings State Bank, five

years, after date, at The Fidelity Savings State Bank, Topeka, Kansas, with interest thereon from date until maturity at the rate of four per cent. per annum, payable semi-annually, on the 23rd days of April and October in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to the said principal note and of even date therewith, and payable to the order of bearer at The Fidelity Savings State Bank, Topeka, Kansas.