

State of Kansas, County of Shawnee, SS.

Be It Remembered That on this 24th day of January A.D. 1914 before me, a Notary Public in and for the said County and State, came S.F. Cobb, Treasurer for The Prudential Trust Company, a corporation, to me personally known to be such officer and the same person who executed the foregoing instrument on behalf of said corporation, and duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

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

Commission Expires April 10-1916 (SEAL)

John E. Kirk, Notary Public.

Recorded Feby. 7th. A.D. 1914, at 9:40 o'clock A.M.

*Wm. L. Lawrence*  
Register of Deeds,  
*Geo. B. Mott* Deputy.

This Indenture, Made this 7th day of February A.D. 1914, between Robert Guntert and Karolina Guntert, husband and wife of the County of Douglas and State of Kansas parties of the first part, and The Farmers Loan & Trust Company, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Seven Hundred Thirty-five and no/100 (\$735.00) Dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas and State of Kansas, to-wit:- All of Lot No. One (1), Two (2), Three (3), Four (4), and Five (5), all in Addition No. Four (4), to that part of the City of Lawrence formerly known as North Lawrence, The same being the homestead of Elizabeth and M. V. O'Brien, husband and wife, Also lots No Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20) in Addition No. Four (4) to North Lawrence, City of Lawrence, Douglas County, Kansas.

To Have And To Hold the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said party of the first part hereby covenant that at the delivery hereof lawfully seized of said premises and ha good right to convey the same; that said premises are free and clear of all incumbrances; and that will Warrant and Defend the same against the lawful claims of all persons whomsoever. Provided, However, That if the said parties of the first part, shall pay or cause to be paid to be paid to the said party of the second part, its successors or assigns the principal sum of Seven Hundred Thirty-five and no/100 (\$735.00) Dollars, on the 7th day of February A.D. 1919, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 7th days of August and February in each year, together with the interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due and payable, according to the tenor and effect of a certain promissory note, and ten coupons interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said company, in Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and an actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do hereby covenant and agree to pay, or to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1200.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefor, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon or in case in default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby to the legal holder hereof as an additional and collateral security for the payment

(The following is endorsed on the original instrument)  
The note secured by this mortgage has been paid in full and this mortgage is hereby released and cancelled this 9th day of August 1916  
The Farmers Loan & Trust Company  
Geo. B. Mott Secy

*Carly Seal*  
Lewis Knecht Pres.

Recorded Aug 9 1916  
*Wm. L. Lawrence*  
Register of Deeds