

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 party 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 cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with the 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 further covenants and agrees to pay, all taxes, general or special, which may be assessed upon said land, premises or property; Also to abstain from the commission of waste on said premises, and to keep the buildings in good repair and insured to the amount of \$1000.00/100 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to 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 due and payable, and thereupon, or in case of 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 the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgement rendered shall provide that the whole of said premises be sold together and not in parcels.

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

William V. Bowser.
Mary A. Bowser.

State of Kansas, County of Douglas, SS.

On this 27th day of March A.D. 1914, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William V. Bowser and Mary A. Bowser husband and wife to me personally to be the same persons named in and who executed the foregoing instrument, and duly acknowledged that they executed the same as their voluntary act and deed.

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

My commission expires Jan'y 17th 1918 (SEAL) C. E. Funnell, Notary Public.

Recorded April 4th, A.D. 1914, at 10:54 o'clock A.M.

Flord L. Lawrence
Register of Deeds,
W. C. Nigf Deputy.

This Indenture, Made this 23rd day of March 1914 between H. L. Muzzy and Mary Muzzy husband and wife of Douglas County, in the State of Kansas, of the first part, and The Farmers State & Savings Bank of Douglas County, in the State of Kansas, of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Sixteen Hundred forty eight & 00/100 Dollars, the receipt of which is hereby acknowledged, ~~have~~ ^{grant} bargain, sell and convey unto said party of the second part, its heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot Number Nineteen (19) on Rhode Island Street in the City of Lawrence, Douglas Co., Kansas.

To Have And To Hold The Same, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining forever!

Provided, Always. And these presents are upon this express condition, that, where as said H. L. Muzzy and Mary Muzzy have this day executed and delivered two certain promissory notes to said party of the second part, for the sum of Two Hundred Forty Eight Dollars and one for Fourteen hundred & 00/100 Dollars, bearing even date herewith payable at _____ Kansas, in equal installments of Two hundred Dollars after the first note of Two hundred Forty Eight Dollars has been paid each, the first installment payable on the 12th day of July 1914, the second installment on the 12 day of July 1915 and one installment on the 12 days of July and _____ in each year thereafter, until the entire sum is fully paid.

And if default be made in the payment of any one of said installments when due, or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part or the legal holder of said note, and shall draw interest at the rate of 10 per cent. per annum from the date of said

The following is a true and correct copy of the original instrument as filed with the Register of Deeds, Lawrence, Kansas, on March 28, 1914.

Recorded March 25, 1914
W. C. Nigf
Register of Deeds