

This Indenture, Made the fourth day of June A. D. 1914, between Mary A. Perkins and Francis M. Perkins her husband of the County of Douglas and State of Kansas, hereinafter known as party of the first part, and Commerce Trust Company, a corporation, of Kansas City, Missouri, party of the second part,

Witnesseth: That the said party of the first part, in consideration of the sum of Twenty five thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas and State of Kansas, to-wit:

All of the West Seventy-Eight and three fourths (78 3/4) feet of lot 22 on Massachusetts Street in the City of Lawrence, State of Kansas together with all improvements thereon.

To Have and To Hold the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever, the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, However, That if the said party of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Twenty five thousand Dollars according to the tenor and effect of one principal promissory note of even date herewith payable five years after date hereof with interest thereon at the rate of six per cent per annum payable semiannually according to the covenants herein contained, then this mortgage to be void, and to be released at the expense of the said party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$45,000.00 against loss by fire, and not less than \$ against loss by wind-storm, or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; 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 eight 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 party of the first part does 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 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 immediate possession of said premises, 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 party of the first part have hereunto set their hands the day and year first above written.

Mary A. Perkins
Francis M. Perkins.

State of Kansas, County of Douglas, SS.

On this 4th day of June 1914, before me, a Notary Public, personally appeared Mary A. Perkins and Francis M. Perkins 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.

Witness my hand and official seal the day and year last above written
My commission expires September 26-1917 (SEN.)

Chas. F. Gehrle, Notary Public.

Recorded June 5th, A. D. 1914, at 10:35 o'clock A.M.

Chas. F. Gehrle
Register of Deeds,
Deputy.

(The following is endorsed on the original instrument)
 Commerce Trust Company, the mortgage within named do hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorize the Register of Deeds of Douglas County, Kansas, to discharge the same of record. The said Company has caused this instrument to be signed by its President and its Common Seal to be affixed this 20th day of September A.D. 1915.
 By R. C. Menefee Vice President
 R. C. Menefee
 Secy.

(The following is endorsed on the original instrument)
 The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 28 day of Sept. 1916.
 Recorded
 Oct. 11th 1916
 (For assignment see Book 57, page 182)
 Floyd L. Lawrence
 Register of Deeds

Recorded Sept 8th 1915
 Floyd L. Lawrence
 Register of Deeds