

In Witness Whereof, I have set my hand this 25th day of Feby. 1915.

Josephine M Marvin.

State of Kansas, County of Douglas, ss.

Be It Remembered, That on this 25th day of February 1915, before me, a Notary Public in and for said County and State, came Josephine M. Marvin to me known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

My commission expires Jan. 27 1919

F. C. Whipple, Notary Public,

F. C. Whipple, Notary Public,

Recorded Feby. 26th, A.D. 1915, at 10:50 o'clock A.M.

Floyd L. Lawrence
Register of Deeds,

Geo. K. K. Deputy

This Indenture, Made this 25th day of February A.D. 1915, between Russell E. Deay and Nettie May Deay, husbands 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 or the first part, in consideration of the sum of Two Thousand Five Hundred and no/100 Dollars, in hand paid, the receipt whereof 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:-

South One-half of the Southeast Quarter ($\frac{1}{4}$) of Section NO. Sixteen (16) in Township No. Fourteen (14) South of Range No. Twenty (20) east of the Sixth Principal Meridian, in 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 parties of the first part hereby covenant that at the delivery hereof 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 defend 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 the said party of the second part, its successors or assigns the principal sum of Two Thousand Five Hundred and no/100 Dollars, on the 25th day of February A.D.1920, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 25th days of August and February in each year, together with interest at the rate of ten per cent per annum on any instalment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory note, and ten coupon 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 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 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 covenant and agree 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 \$_____ 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 removals 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 therefore, 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 ~~and~~ agree that in the 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 immediate

Recorded March 3 1920

Estelle Zwick

Register of Deeds.

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The following is endorsed in the original instrument
The note secured by this mortgage has been paid in full, and this mortgage is hereby released
and cancelled this 1st day of March, A.D. 1920.

Lyons & Sons

Rev. L. Truck. Presb.

(low. leaf)