

their hands, the day and year first above written.

C. R. Peters  
Lena Peters.

State of Kansas, Jackson County, SS.

BE IT REMEMBERED, That on this 2nd day of August, A.D. 1915, before me, the undersigned, a Clerk of the District Court in and for the County and State aforesaid, came C. R. Peters and Lena Peters, husband and wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) L.M. Thompson, Clerk of the District Court, Jackson County, Kansas.

Recorded August 11th., A.D. 1915, at 9:31 o'clock A.M.

*Floyd L. Lawrence*  
Register of Deeds.  
*Geo. L. H. H. H.*  
Deputy.

THIS INDENTURE, Made this 15th day of June A.D. 1915, between Mrs Ellen McElheney, a widow of the County of Douglas and State of Kansas, party 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 party of the first part, in consideration of the sum of One Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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:

Lot No. 61 on Connecticut Street, in the City of Lawrence, and all the appurtenances thereto.

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 covenants that at the delivery hereof she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she 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 One Thousand and no/100 Dollars, on the 15th day of June A.D. 1920, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 15th days of December and June in each year, together with 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 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 the said party 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 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 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 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 party 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 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 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 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 the immediate possession of said premises, by receiver or otherwise, as it may

The following is enforced on the original instrument:  
The mortgage has been paid in full, and this  
mortgage is hereby released and cancelled this 13th day  
of June A.D. 1925.

*Farmers Loan & Trust Co.*

*Geo. L. H. H. H.*

*Conf. Seal.*

Recorded June 13th 1925  
*Dan E. Wellman*  
Register of Deeds

In consideration of full pay-