THIS INDENTURE, Made this 22nd day of September in the year of our Lord one thousand nine hundred and fifteen. instand

WITNESSETH, that Viola Sladek (formerly Viola Shearer) and F. A. Sladek, of the county of Douglas and State of Kansas, <u>party</u> of the first part, for and in consideration of Two Hundred & Twenty five Dollars, Conveys and Warrants to The Merchants Loan and Saving Bank, of Lawrence, Douglas County, Kansas, party of the second part, its as-signs or successors, the real estate, hereinafter described, situated in the county of Douglas and State of Kansas, to-wit:

Lot Thirty Seven (37) on Connecticut Street in the City of Lawrence. To secure the said party of the second part, its assigns or successors, for an actual loan of mon-ey made to the said party of the first part, as evidence by one certain Note of even date herewith, in and by which said note the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in law ful money of the United States of America, the principal sum of . Dollars on September 22, 1916 with interest at the rate of seven per cent. per annum from date until maturity and ten per cent. per anum after maturity or default, interest payable semi-annually, both principal and interest being payable at the office of The Merohants National Bank, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the 10 entire sums covered by this note and secured by this mortgage deed, to become immediately due and payable at option of mortgagee, witout any notice of any kind whatso ever, and same to be collected in like manner as if the full time provided in said bond hand expired.

IT IS HEREBY EXPRESSIY AGREED, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors may direct, and maintain such insurance during the continuance of this loan.

IT IS FURTHER EXPRESSLY AGREED, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as

the same is now during the continuance of this loan. IT IS FURTHER AGREED, That the first party shall repay to the second party, its assigns or suggestors, all and every such sum or sums of money as may have been paid, by them, for taxes or assessments, or for Premiums and costs of insurance, or on socount of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of tem per cent. per annum from the time the said sum or sums/money may have been respect-ively so advanced and paid, until the same are repaid. And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said note is secured thereon.

IT IS FURTHER AGREED, That in case of default in the payment of said note, or any part thereof, or any of the sums of money to become due herein specified, accords ing to the tenor and effect of said note, owrin case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that asse, this conveyance shall become ab-solute, and the party of the second part, its assigns or successors, be at once enti-tled to the possession of the said and above described premises, and to have and to receive all the rents and profits thereof, and the said note with interest accrued thereon and all moneys which may have been adxanced and paid by the said second party its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each, and every one of them, become and be at once due and payable at the option of the legal holder hereof.

IN TESTIMONY WHEREDF, The said party of the first part have hereunto set their hands and seals on the day and year first above written.

Viola Sladek (SEAL F. A. Sladek (SEAL) 105

StAte of Kansas, Douglas County, SS.

Guna

Sa

3

1.0.1929

19.

0 Duce

8

20

22

the

10

Q

6

1

G

march

within cuter

de.

0

en

rowie

ack hereb 3

au

2

5

0

Chord

Recorded

03

250

Ferre

alla

Register of Deeds

mostqueperio hereby

The role

secured

31

This

mon

à

upo.

Res . Your

heen

partie s/sec

full kt 4.9. Company

etra

Lasmer

anellef this

30

de

Cechardo

I, the undersigned, a Notary Public, in and for said County and State, do hereby certify that on this 25th day of Sept, A.D. 1915, perronally appeared before me Viola Sladek and F. A. Sladek to me personally known to be the identical persons who ex-ecuted and whose names are affixed to the foregoing mortgage as granters and soknowl-edged the same to be their voluntary sot and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written. Commission expires July 24th, 1917. (SEAL)

W. F. March, Notary Public.

And L'Laurence Begister of Deeds, Gio, C. Wettel. Deputy.

Recorded Sept., 27th., A. D. 1915, at 9:50 o'clock A.M.