

second part, by virtue of this mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note and the whole of said sum, shall immediately become due and payable; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Insurable Value for the benefit of the said party of the second part; and in default thereof said party of the second part may effect said insurance in his own name, and the premium, or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except as hereinbefore stated, and that they will Warrant and Defend the same in the quiet and peaceable possession of the said party of the second part, his heirs and assigns forever, against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand the day and year first above written.

Edward P. Harris Jr (SEAL)
Edward P. Harris, Sr. (SEAL).

State of Kansas, County of Shawnee, SS.

BE IT REMEMBERED, that on this 4th day of December, A.D. 1915, before me, the undersigned, a Notary Public in and for said County and State, came Edward P. Harris, Jr. and Edward P. Harris, Sr., who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

My commission expires April 5th 1917 (SEAL) J. E. Addington, Notary Public.

Recorded Dec., 6th., A.D. 1915, at 10:15 o'clock A.M.

W. L. Lawrence
Register of Deeds,
Geo. B. Meigs
Deputy.

THIS INDENTURE, Made this 18th day of November A.D. 1915, between W.G. Joy & Susan E. Joy, his wife, Mrs. Lois Leslie & Willey Leslie, her husband, Mrs. Amelia Oshel & T. W. Oshel, her husband, Mrs. Hattie E. Rayson, a widow, Alfred Joy & Marie Joy, his wife of the County of _____ 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 of the first part, in consideration of the sum of Thirty-one Hundred Fifty 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:

The Northwest Quarter (¼) of Section Thirty-one (31), Township Thirteen (13), Range Twenty-one (21).

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 Warrant 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 Thirty-one Hundred Fifty and no/100 Dollars, on the 18th day of November A.D. 1920, with interest thereon at the rate of five & one-half per cent per annum, payable semi-annually on the 18th days of May and November in each year, together with interest at the rate of ten per cent 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 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 or 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