

of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs or assigns.

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

Maggie Davidson (SEAL)
C. S. Davidson (SEAL)

State of Kansas, Franklin County, SS

BE IT REMEMBERED, That on this 26th day of February A. D., 1916, before me a Notary Public in and for said County and State, came Maggie Davidson and C. S. Davidson, her husband, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Commission expires 8th day of February 1919 (SEAL) May Gerhard, Notary Public.

Recorded Feb., 29th., A.D. 1916, at 9:41 o'clock A.M.

Thos. L. Lawrence
Register of Deeds,
Chas. E. Hight
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That Frank W. Mattoon and Irene E Mattoon husband and wife of the County of Douglas State of Kansas parties of the first part, in consideration of the sum of Two Thousand Dollars in hand paid by Fidelity Trust Company of Kansas City, in the County of Jackson, State of Missouri, party of the second part, receipt of which is hereby acknowledged, do hereby Mortgage and Warrant unto the said Fidelity Trust Company the following described real estate situated in the County of Douglas and State of Kansas, to-wit: The East half of Lot Eight (8) Block Nine (9) in Lanes First Addition to the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, with all the hereditaments and appurtenances thereto belonging, to the said second party and to its successors and assigns forever.

These Presents are made to secure the payment of one certain negotiable Bond or Promissory Note this day made, executed and delivered by said Frank W. Mattoon and Irene E. Mattoon to the said Fidelity Trust Company for the sum of Two Thousand Dollars, payable on the 1st day of March A.D. 1921, and bearing interest at the rate of six per centum per annum from date, payable semi-annually and evidenced by ten coupons attached thereto.

The said Bond and Coupons are payable at the office of Fidelity Trust Company, Kansas City, Missouri, and each bear interest after maturity at the rate of ten per centum per annum.

The said first parties, however, reserve the right to pay one hundred Dollars or any multiple thereof upon said Bond, or the full amount thereof, on the day any of said Coupons mature, provided thirty days' notice in writing is given to said second party or its assigns, that such payment will be made; and provided further, that in case such partial payments are so made, no sum less than Five Hundred Dollars of said Bond shall at any time remain unpaid-the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said Bond is reduced.

It is herein agreed particularly as follows: The said first parties shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory liens claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness or against this instrument, by or within the State of Kansas, and shall keep the buildings on said premises insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least Two Thousand Dollars, and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereon, and shall, when requested, surrender to the said second party or its assigns, any policy or policies covering any of the buildings on said premises; in case the title to said premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said second party or its assigns, are hereby authorized to make such assignments thereof as agents or attorneys of the parties of the first part, their heirs or assigns.

In the event of a loss under said policy or policies, the said second party or its assigns, shall have full power to demand, receive, collect and settle the same, and for all of the aforesaid purposes, may, in the name, place and stead of said first parties or their assigns, and his or their agent or attorney in fact, sign all papers and applications necessary to obtain such insurance, sign and endorse all vouchers, receipts and drafts that may be necessary to procure the money thereunder, and apply the amount so collected toward the payment of the Bond, Interest Coupon Notes and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said first parties to perform any of these agreements, the said second party, or its successors or assigns, may pay off and procure release of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said first parties all amounts so paid, and interest thereon at the rate of ten per cent per annum from date of such payment, and this mortgage shall stand as security for all such sums.

NOW THEREFORE, if the amount of said Bond and Coupons be paid when due, and all the covenants and agreements of the said first parties contained herein be faithfully kept and performed, then these presents shall be null and void, and this mortgage shall

Recorded Feb. 29, 1916

Chas. E. Hight
Register of Deeds

THE FOLLOWING IS A SUMMARY OF THE MATERIAL INFORMATION CONTAINED IN THE FOREGOING INSTRUMENT:
S 2000.00
Received of *Frank W. Mattoon* the sum of *Two Thousand* Dollars, in full satisfaction of the within mortgage.
Chas. E. Hight
1916

After Assignment due Dec 22 1915