

THIS INDENTURE, Made this 29th day of June, A. D. 1916, between S. A. Peterson, and Irene Peterson, his wife, of Douglas County, in the State of Kansas, of the first part and C. A. Fulton of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, that the said parties of the first part, in consideration of the sum of Twenty Two Hundred and 00/100 Dollars, the receipt of which is hereby acknowledged do by these presents grant, bargain, sell, and convey unto said party of the second part, his heirs and assigns, all of the following-described real estate, situated in Douglas County and State of Kansas, to wit:

The North 24 acres of the Northeast Quarter of the Northwest Quarter of Section 25, Township 13, Range 18. Also, The East 40 acres of a tract of land described as follows: Beginning at the Northeast corner of Section 24, Township 13, Range 18, thence West 3418 feet, thence South 1200 feet, thence East 3818 feet, thence North 1200 feet to the place of beginning.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

PROVIDED ALWAYS, And these presents are upon this express Condition, that whereas, said Parties of the first part, have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is a copy:

Copy. First Mortgage Real Estate Note. Lawrence, Kansas June 29, A.D. 1916. On the 1st day of July A.D. 1923, for value received, we promise to pay to C. A. Fulton, or order, the principal sum of Twenty Two Hundred and no/100 Dollars, with interest thereon from July 1st 1916 at the rate of 6 1/2 per cent per annum, payable annually, on the 1st days of July of each year.

The principal sum of this note, and any unpaid interest, shall bear interest, after the same become due and payable, at the rate of eight per cent per annum, until paid. Principal and interest payable at the office of C. A. Fulton, in Lawrence, Kansas.

Said party of the first part hereby assigns to the said party of the second part or his assigns, the rents and income arising at any and all times from the aforesaid mortgaged premises, and do hereby authorize said party of the second part, or his assigns, at his option, to take possession of the said premises, collect and receipt for all rents and income, and apply the same to the payment of interest, insurance premiums, taxes, assessments, principal payments, repairs or improvements necessary to keep said property in a tenantable condition, or any other charges provided for in this mortgage, provided said payments or charges are in arrears. It is also agreed that the taking possession shall in no manner prevent or retard the said second party in the collection of said sum by foreclosure or otherwise.

Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of _____ Dollars; less if any, payable to the mortgagee, or his assigns; said policies to be held by the party of the second part, or his assigns;

Privilege given of paying any amount at any time, and such payments shall cease to draw interest, on and after date of payment.

This note is given for an actual loan of the above amount, and is secured by mortgage of even date herewith, which is a first lien on the property therein described.

Appraisal waived.

S. A. Peterson
Irene Peterson

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

S. A. Peterson
Irene Peterson

State of Kansas, Douglas County, SS.

BE IT REMEMBERED, That on this 30th day of June A.D. 1916, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came S. A. Peterson and Irene Peterson, his 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 notarial seal, the day and year last above written.

Term expires December 30 1916 (SEAL)

O. H. Cooper, Notary Public.

Recorded July 14th, A.D. 1916, at 2:22 o'clock P.M.

Floyd L. Lawrence
Register of Deeds,
Geo. B. Metzel
Deputy.

(For signature on back 54-Page 045)

Received June 25 1913

Record of Deeds

\$28.00 of the following is received on (original instrument) June 23 1913
Received of S. A. Peterson & Irene Peterson the sum of Twenty Two Dollars, in full satisfaction of the within Mortgage.
The Special Building from Auctioneers
By Special Agent