

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 said parties of the first part, in consideration of the sum of Seventy-seven 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 28, 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 3818 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 thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon the 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:

\$77.00

Lawrence, Kansas, June 29, 1916.

For value received, we promise to pay to the order of C. A. Fulton, Seventy-seven and no/100 dollars, at his office, Lawrence, Kansas, with interest thereon at the rate of seven per cent per annum, payable annually, on the 1st days of July of each year. Ten per cent interest after maturity.

The principal sum, payable Fifteen and 40/100 dollars, (\$15.40) on or before the 1st day of July, 1917, and a like sum on or before the 1st days of each succeeding year, until full amount due has been paid.

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 tenable 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 of possession shall in no manner prevent or retard the said second party in the collection of said sums 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 amount of \_\_\_\_\_ dollars; loss, if any, payable to the mortgagee, or his assigns; said policies to be held by party of the second part, or his assigns.

A. S. Peterson  
Irene Peterson.

Now, if said parties shall pay or cause to be paid to the 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 or 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 2:25 o'clock P.M.

*loyd L. Lawrence*  
Register of Deeds,  
*Geo. C. Neigel*  
Deputy.

THE FOLLOWING IS INDEXED ON THE ORIGINAL  
July 27 1916  
Received of *S. A. Peterson*  
the sum of *Seventy seven* Dollars, in full  
satisfaction of the within Mortgage.  
*C. A. Fulton*

Recorded July 27 1916  
*loyd L. Lawrence*  
Register of Deeds,  
*Geo. C. Neigel*  
Deputy.

(For assignment see back 54-Page 345)

Received June 28 1916

Per

\$28.00  
Received of *William H. Lawrence*  
the sum of *Twenty eight* Dollars, in full  
satisfaction of the within Mortgage.  
1916