

pany, in Lawrence, Kansas, or such other place as the legal 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 party 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 party of the first part, otherwise to remain in full force and effect.

And the said party of the first part does hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, incurred and paid by the said party of the second part, its successors or assigns in maintaining the priority of this mortgage; that the said party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage, and may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said party of the first part further covenants and agrees to pay all taxes, general or special which may be assessed upon said land, premises or property; Also to abstain from commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$500.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs, or affect such insurance and the amounts paid therefore, with interest thereon from the date of payment, at the rate of ten per cent per annum, shall be collectible with as a part of, and in the same manner as the principal sum hereby secured.

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, with out notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said party of the first part has hereunto set her hand the day and year first above written.

Mary Zimmerman

State of Kansas, County of Douglas, SS.

On this 4th day of August A. D. 1916, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Mary Zimmerman, a widow to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

My commission expires August 19, 1918. (SEAL) Geo. L. Kreeck, Notary Public.

Recorded August 7th A.D. 1916 at 2:05 o'clock P.M.

Floyd L. Lawrence
Register of Deeds.

For Value Received, I hereby sell, transfer and assign to Peoples State Bank, Lawrence, Kans., all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Victor P. Johnson & wife to Peoples State Bank, Lawrence, Kans., which mortgage is recorded in Book 50 of Mortgages, Page 448, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have hereunto set my hand this 5th day of August 1916.

Z. T. Remick

State of Illinois, County of Clinton, SS.

Be It Remembered, That on this 5 day of August 1916, before me, a Notary Public in and for said County and State, came Z. T. Remick to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

My commission expires Oct. 18, 1917. (SEAL) W. T. Carr, Notary Public.

Recorded August 9th at 11:50 o'clock A.M.

Floyd L. Lawrence
Register of Deeds.

(The following is endorsed on the original instrument recorded in book 52 at page 454) Know all men by these presents, That Albert B. Curtiss of Lawrence, Douglas County in the state of Kansas the within named mortgagee, in consideration of Twenty Three hundred fifty Dollars, to him in hand paid, the receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and convey unto T. C. Green, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants, thereint contained.

To Have and To Hold the same forever, Subject, nevertheless, to the conditions (over)

Recorded

August 23 1916

Register of Deeds of Douglas County, Kansas

A. D. 1916

25

day

The following is endorsed on the original instrument:

The note secured by this mortgage has been paid in full and the mortgage is hereby released and cancelled this 25 day

(George Paul) J. C. Stevenson - SS.