

therein named.

In Witness Whereof, The said mortgagee has hereunto set his hand this 4th day of Feb'y, 1915.

Albert B. Curtiss

State of Kansas, Douglas County, SS. Be it remembered, That on this 4th day of February A.D. 1915 before me, A. F. Flinn a Notary Public in and for said County and State, came Albert B. Curtiss, to me personally known to be the same person who executed the foregoing instrument of writing, 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.

My commission expires April 10th 1915 (SEAL)
Recorded Aug. 9th A.D. 1916 at 2:55 O'clock P.M.

A. F. Flinn, Notary Public.

Floyd Lawrence
Register of Deeds.

This Mortgage, made this 21st day of March in the year of our Lord one thousand nine hundred and sixteen by and between George Washington and Lillian Washington, husband and wife of Idaho Falls, Idaho, County of Bonneville, mortgagors, and Miller Cahoon Company, a corporation mortgagee of Idaho Falls, Idaho, County of Bonneville,

Witnesseth, That the said mortgagors in consideration of the sum of Two Hundred Ninety Five and 44/100 (\$295.44) Dollars, to them in hand paid by the mortgagee, the receipt whereof is hereby acknowledged, do hereby Grant, bargain, sell and convey unto said mortgagee their successors and assigns, forever, all that certain real estate lying and being in the county of Douglas and State of Kansas as follows, to-wit: Lot number one hundred and five (105) Block number thirty two (32) in that part of the City of Lawrence, Kansas known as West Lawrence.

Together with all the improvements, privileges and appurtenances thereunto belonging and all rights of homestead exemption; together with all ditch and water rights of every nature, however evidenced, used on the said land or belonging to the same, or said mortgagors, or which may be hereafter acquired or used upon said land. Said mortgagors hereby warrant the title to said land or water rights against all persons whomsoever and agree to defend the same.

This Conveyance is intended as a mortgage to secure the payment of five certain promissory notes for Two Hundred Ninety Five & 44/100 Dollars, bearing even date herewith, signed by said George Washington & Lillian Washington payable to said mortgagee or order at Idaho Falls, Idaho, Oct. 1st, 1916 after date, with interest until paid, at the rate therein specified.

The said mortgagors hereby covenant and agree to pay all taxes and assessments upon said premises or on this mortgage, or the debt thereby secured, laid or assessed in Idaho, also personal taxes, also all dues, rents or assessments upon ditch or water rights or water stock, and to deliver to said mortgagee receipt of the proper officers for the payments thereof; to permit no waste, especially of timber, and to do or permit to be done, to said premises or water rights, nothing that may in any way impair or weaken the security of this mortgage; to keep the buildings upon said premises insured for the insurable value in some company to be approved by said mortgagee, delivering all policies and renewal receipts to him, and upon satisfaction of this mortgage, to accept a duly executed release of the same, pay the cost thereof and have it recorded, and to pay, in case of foreclosure, a reasonable attorney's fee.

Also, that the failure to pay when due any sum covenanted to be paid, or the failure to comply with any one of the agreements hereof, shall cause the whole debt to become due and collectible at the option of the mortgagee without notice; that all money paid by said mortgagee for insurance, taxes or water or ditch dues, rents or assessments, or any sum paid in protection of the lien of this mortgage, shall bear interest from the date of said payment at the rate of twelve per cent per annum payable annually, and shall be secured hereby and collectible with said principal note.

This mortgage, and the note secured shall be governed and construed according to the laws of the state of Idaho at the date of execution.

In Testimony Whereof, the said parties of the first part have hereunto set their hands and seal the day and year first above written.

Signed, sealed and delivered in Presence of)
L. Dunmire

George Washington (SEAL)
Lillian Washington (SEAL)

State of Idaho, County of Bonneville,

On this 21st day of March in the year 1916, before me L. M. Miller, a Notary Public in and for said County, personally appeared George Washington & Lillian Washington husband and wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

My commission expires July 30, 1916. (SEAL) L. M. Miller, Notary Public.
Recorded August 11th A.D. 1916 at 10:00 o'clock A.M.

Floyd L. Lawrence
Register of Deeds.

Shaw's All-Money-How-Deeds, What's Left Bank of

For Release see Bank of 27 Aug 84