

State of Kansas Douglas County, ss:

Be It Remembered, That on this 6th day of February 1917, before me, a Notary Public in and for said County and State, came Johanna Lavin, a widow, to me personally known to be the same person described in and who executed the foregoing mortgage, and duly acknowledged the execution of the same as her voluntary act. In Testimony Whereof, I have hereunto set my hand and seal the day and year last above written.

Myrtle M. Connell  
Notary Public

My commission expires Jan 23 1919.

Recorded on the 7th day of February 1917 At 2:45 P.M.

Estle Northrup  
Register of Deeds

Recorded Feb. 2. 1917  
J. E. McElwain  
Register of Deeds

This Indenture, Made this 8th day of January A.D. Nineteen Hundred and Seventeen by and between Johanna Lavin a widow in the County of Douglas and State of Kansas party of the first part, and The Farm Mortgage Company (Incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part:

Witnesseth, That the said party of the first part for and in consideration of the sum of Seventeen Hundred and No/100 dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted bargained and sold and by these presents does grant bargain sell convey and confirm unto the said party of the second part, and to its legal representatives and assigns forever, all of the following described tracts, pieces or parcels of land, lying and situated in the County of Douglas and State of Kansas, to-wit:

The South One Half (S1)  
Of the North West Quarter (NW1/4)  
Of Section Twenty-Nine (29)  
In Township Twelve (12)  
South of Range Eighteen (18)  
East of The Sixth (6th) Principal  
Meridian containing Eighty (80) acres, or more or less, according to Government survey.

To Have And To Hold The Same, with all and singular the hereditaments and appurtenances thereunto or in any wise appertaining and all rights of homestead exemption, unto the said party of the second part, and to its legal representatives and assigns forever. And the said party of the first part does hereby covenant and agree, at the delivery hereof, to be the lawful owner of the premises above granted, and seized of a good and indefeasible estate therein, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its legal representatives and assigns forever, against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First.- Said party of the first parties justly indebted unto the said party of the second part in the principal sum of Seventeen Hundred and No/100 dollars, lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said party of the first part, and payable according to the tenor and effect of one certain First Mortgage Real Estate note No 3240 executed and delivered by the said party of the first part, bearing date January 8th, 1917 and payable to the order of the said The Farm Mortgage Company, at the office of the said Company, in Topeka, Kansas, with interest thereon from February 1st, 1917, until maturity at the rate of five per cent per annum, payable semi-annually, on the first days of August and February in each year and ten per cent per annum after maturity, the installments of interest being further evidenced by coupons attached to said principal note, and of even date therewith, and payable to The Farm Mortgage Company, or bearer, at the office of said Company in Topeka, Kansas.

Second.- Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Third.- Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth.- The said party of the first part hereby agrees to procure and maintain

The amount secured by this mortgage has been paid in full and the same is hereby cancelled. The Farm Mortgage Trust Company  
J. E. McElwain  
Secretary

For assignment to Book 37 Page 248  
Assignment to Book 37 Page 248

The following is endorsed on the original instrument: