

rate of ten per centum per annum, shall be deemed part of the indebtedness secured by this mortgage. and to release all rights

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

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

In the presence of
J. W. Kreider
Aug. Hildenbrand.

Henry Z. Brown.
Annie Brown.

STATE OF KANSAS:

: SS .

DOUGLAS COUNTY:

BE IT REMEMBERED, that on this 13th day of February, A.D. 1917, before the undersigned, Zella W. Liff, a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Henry Z. Brown and Annie Brown, his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly and severally acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Zella W. Iliff.
Notary Public.

Commission expires Feby. 10, 1918.

Recorded on March 8th, A. D. 1917,
at 10:05 oclock, A. M.

Estelle Northrup
Register of Deeds,

Lo Reine Walton
Deputy.

MORTGAGE.

THIS INDENTURE, Made this 7th day of March, A. D. 1917, between Charles S. Kendall and Cora Kendall, husband and wife of the County of Douglas, and State of Kansas, parties of the first part, and The Farmers State and Savings Bank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Six Hundred Fifty and no/100 (\$650.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of Douglas, and State of Kansas, to-wit: All of Lot 174 on New Hampshire Street in the City of Lawrence, Kansas, and known as 1518 New Hampshire St.

TO HAVE AND TO HOLD the same, with the appurtenances thereunto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever; and the said parties of the first part hereby covenants that at the delivery hereof they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will Warrant and Defend the same against the lawful claims of all persons whomsoever,

PROVIDED, HOWEVER, That if the said parties of the first part, shall pay or cause to be paid to the said party of the second part, its successors or assigns the principal sum of Six Hundred Fifty and no/100 Dollars, on the 7th day of March A. D. 1922, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 7th days of September and March in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a certain promissory^{note} and ten coupon interest notes thereto attached bearing even date herewith, executed by said parties of the first part and payable to the party of the second part or its order at the office of said company, 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 parties 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 parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do 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 parties of the first part hereby 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 the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign

Recorded *July 14* 1979

The following is submitted on the subject mentioned
The 1st is concerned by the mortgage of the land
and the mortgage is not at all cancelled and cancelled the
1st day of February, A.D. 1919.
(Copy sent) Commercial Mortgage Bank
San Antonio, Tex.
1919.

The following is endorsed on the original instrument