535

ATTER ANALO

See. y

Same and the second

COLOR!

- AND AND A

Know All Men By These Presents, That in Consideration of full payment of the debt secured by a mortgage by Marion J: Kidder and Sewell K. Kidder her husband to J.G. Schwebly dated the 4th day of May A.D. 1892 which is recorded in Book 24 of -Mortgages, page 603, 4 of the records of Douglas County; Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released. Dated this 18th day of January A.D. 1907.

- Shewnee County

BE IT REMEMBERED, That on this 18 day of January A.D. 1907 before me, the undersigned, a Notary Public in and for said County and State aforesaid came Mary B. Schnebly widow and heir at law under the will of J.G. Schnebly (grantee above mentioned) who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my Notorial seal, the day and year last above written. Notary Public, Term Expires Sept. 15th 1908 . M. M. Miller

Legal Seal. Recorded on April 27th A.D. 1917 At 11:05 A. K.

Estelle Portures Register of Deeds

Notary Public

MORTGAGE.

THIS INDENTURE, Made this 21st day of April A. D. 1917, between George S. Eastman and Alice E. Eastman, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Eank, a corporation under the laws of the State of Kansas, located at Lawrence, Douglas County, party of the second part;

"WIMESSEM, That the said parties of the first part, in consideration of the sum of Five Hundred and no/100 Dollars, in hand paid, the receipt where of is hereby acknowledged, does hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the following desorbed real estate, situate in the County of Douglas, and State of Kansas, to-wit: Lots One (1), Two (2), and Three (3), in Block Two (2); Llots One (1) and Two (2) in Block Three (3), all in Smith's Subdivision; Also One-quarter (4) of an core off the east side of the North three-fourths (3/4) of the East two-fifths (2/5) of the West Three-fourths (3/4) of the Southeast quarter (4) of accepted to Cambons the North One Hundred Fifty (10 (150) feet of said quarter (4) acre deed to Cambons Gray, all in that part of the City of Lawrence formerly known as North Lawrence, Douglas County, Kansas.

To Have and To Hold the same, with the appurtenances thereunto belonging or in anywar appertaining, including any right of homestoad and every contingent right or estate therein, unto thesaid party of the second part, its successors or assigns, forever; and the said parties of the first part hereby orden and that at the delivery hereof they are lawfully selzed of said precises and have good right to convey the same; that the said premises are free and clear of all incumbrances; and that they will Warrant and Defend; the same against the lawful claims of all premises whose over,

PROVIDED, HOWEVER, That if the said parties of the first p art, shall pay or cause to be paid to the said party of the second part, its successors or sasigns the principal sum of Five Hundred and no/100 (\$500.00) Dollars, on the 21st day of April, A.D 1920, will interest thereon at the rate of Six per cont per mnum, payable seni-anmunly on the 21st days of October and April in each year, together with interest at the size of tenper cent per annum on any installment of interest which shall not has have been paid whan due, and on said principal sum after the same becomes du? or payable, according to the tenor and effect of shorts promissory note, and six 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 patt or its order at the office of said bank, in Lavrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness rd 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 her in 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 seid parties of the first part do hereby movement and agree to pay. or omuse to be paid, the principal sum ald interest above specified, in menner aforesaid, togsther with all costs and expenses of collection if any there shall be, and any costs, incurred and paid by the said party of the shound part, its successors or assigns, in mnintaining 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 presides 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 cont in any suit to foreloss this mortgage.

And the sold parties of the first part hereby further sovenant add agrees to pay all taxes, general or special, which may be assessed upon sold land, premises or property; Also to abstain from the commission of waste on sold promises, and keep the buildings in good repair and insured to the amount of \$600.00 in insurance companies acceptable to the sold worty of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on sold 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 effect such insurance, and the amounts paid therefore, with interest thereon from the date of payment, at the rate of the per cent per annum, shall be collectible with, as a part of, and in the said manner as the principal sum hereby secured.