

MORTGAGE.

THIS INDENTURE, Made this 7th day of October, in the year of our Lord One thousand nine hundred and sixteen by and between W. M. Parsons, a single man, of the County of Wyandotte, and State of Kansas, party of the first part, and O. B. Harley, party of the second part:

Witnesseth, That the said party of the first part, for and in consideration of the sum of Five Hundred (500) 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 said party of the second part and to her heirs and assigns, forever, all of the following described tracts, pieces or parcels of land, lying and situate in Douglas County, of —and State of Kansas, to-wit: Lots No. 1's one hundred nineteen (119) one hundred twenty-one (121), one hundred Twenty three (123), one hundred twenty-five (125); and one hundred twenty-seven (127), Block Twelve (12), on Elm Street, in that part of the City of Lawrence, known as North Lawrence.

To Have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption unto the said party of the second part, and to her heirs and assigns forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, her heirs 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 W. M. Parsons is justly indebted unto the said party of the second part in the principal sum of Five Hundred (500) 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 W. M. Parsons, and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said W. M. Parsons, bearing date October 7th, 1916, payable to the order of the said O. B. Harley, three years after date at Lawrence, Kansas, with interest thereon from date, until maturity at the rate of eight (8) per cent. per annum, payable semi-annually, on the 7th day of October and April, in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by six coupons attached to said principal note, and of even date therewith, and payable to the order of said O. B. Harley at Lawrence, 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 hereafter specified; 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 sums 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 eight 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.

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, Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage, to the amount of Insurable value loss, if any, payable to the mortgagee or her assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note; together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party, of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH, Said party of the first part hereby agrees that if the maker of said notes shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said party of the first part, for said consideration, does hereby expressly waive an appraisement of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

Sixth, In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said part agree to pay to the said second party and her assigns, interest at the rate of 10 per cent. per annum computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent. per

*The following is endorsed on the original instrument
I have all mon by these presents. That I... the mortgage within named
do hereby acknowledge full payment of the note by the foregoing mortgage
secured, and authorize the Register of Deeds of Douglas County, Kansas
to discharge the same as recorded.
Wm. M. Parsons (Mortg.) O. B. Harley (Lender)*

Recorded Nov 21st 1921
Estelle D. Thompson
Register of Deeds

This mortgage is returned on the original instrument
The note hereof is returned to the party named and the
same shall be returned to the party named as witness my hand this 6th day of July, A. D. 1917.

W. M. Parsons
By *W. M. Parsons*

Recorded July 7, 1917