

of, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there, be paid by the party making such sale, on demand, to the said first parties or to their heirs and assigns.

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

Signed, Sealed and Delivered in presence of

Millie C. Beck, (Seal)

W. H. Beck, (Seal)

State of Kansas: Franklin County, SS:

Be It Remembered, That on this 31st day of August, A. D. 1917, before me, a Notary Public in and for said County and State, came Millie C. Beck and W. H. Beck, her husband to me personally known to be the same persons who executed the foregoing instrument, 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 on the 24th day of April, 1919. (L.S.) M. Martin, Notary Public

Recorded on Sept. 4, A. D. 1917
at 9:25 o'clock, A.M.

Etelle Northrup
Register of Deeds,
L. R. R. Nelson, Deputy.

MORTGAGE.

THIS INDENTURE, Made this 29th day of August, A. D. 1917, between A. J. Rand and Minnie Rand, his wife, of the County of Clinton and State of Missouri, part... of the first part, and The Farmers State & 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 Two Thousand Five Hundred and no/100 (\$2,500) 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:- The North Twenty-six and a half (26½) feet of Lot Number Seven (7), on Massachusetts Street, Lawrence, Kansas.

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 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 Two Thousand Five Hundred and no/100 (\$2,500.00) Dollars, on the 29th day of August, A. D. 1920, with interest thereon at the rate of seven per cent per annum, payable semi-annually on the 29th days of February and August, 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 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 part or its order at the office of said bank 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 \$2,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said 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 ten per cent per annum, shall be collectible with, as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note

Recorded Sept. 15, 1917

1917

Etelle Northrup
Register of Deeds,
L. R. R. Nelson, Deputy.

(Copy Seal)

He following is endorsed on the original instrument.
It is not acceptable by this mortgage has been paid in full, and the mortgage is hereby released and cancelled.
Very attest 13th 1922 A. J. Rand
James H. H. Lawrence, Clerk
J. A. Strickland, M.D.