

The following is entered on the original instrument.
 \$1000 paid by Fred Moll to the undersigned on the 27th day of Sept. 1917.
 Record of said Moll to the undersigned and his wife, and the
 assignment of the same to the undersigned and his wife.
 Fred Moll.

Recorded Dec 20th 1917
 Fred Moll
 Register of Deeds.

Now, If said parties of the first part shall pay or cause to be paid to said party of the second part, his heirs or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums, and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said party of the second part shall be entitled to the possession of said premises.

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

Fred Moll
 Johanna Moll,

State of Kansas: Douglas County: SS:

Be It Remembered, That on this 26th day of September, A. D. 1917, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Fred Moll and Johanna Moll; his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons have duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial seal, the day and year last above written.
 Term expires April 4th, 1918. (L.S.) C. P. Richards, Notary Public.

Recorded on Sept. 27, A. D. 1917
 at 9:30 o'clock, A.M.

Little Northrup
 Register of Deeds,
L. R. Walton, Deputy.

MORTGAGE.

THIS INDENTURE, Made this 27th day of September, A. D. 1917, between D. W. Dews and Ellen B. Dews, husband and wife, of the County of Douglas and State of Kansas, parties of the first part, and The Farmers State and Savings Bank, 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 Five Thousand and no/100 (\$5,000.00) 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, situated in the County of Douglas, and State of Kansas, to-wit:

The Southwest Quarter ($\frac{1}{4}$) of Section Thirty-five (35) Township Twelve (12), Range Eighteen (18), in Douglas County, 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 covenant 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 Five Thousand and no/100 (\$5,000.00) Dollars, on the 27th day of September A. D. 1922, with interest thereon at the rate of 5 $\frac{1}{2}$ per cent per annum, payable semi-annually on the 27th days of March and September, 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 the said parties of the first part and payable to the party of the second part or its or said parties 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 covenant and agree 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 Fifteen Hundred 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