In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written. (L.S.)

Hugh Blair Notary Public.

My Commission Expires 25th Decr. 1909

Recorded November 19, A. D. 1917. At 4:10 o'clock P. M.

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MORTGAGE.

THIS INTENTURE, Nade this 17th day of October A. D. 1917, between Peter A. Saile and Nellie S. Saile, husband and wife of the County of Douglas and State of Kansas parties 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 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 is nerecy acknowledged, do nerecy grant, cargain sell and convey onto the said party of the second part, its successors and assigns, the following described real estate, situate in the County of ______ and State of Kansas, to-wit:- All of Lot Numbered One Hundred Twelve (112) on New Hampshire Street, in the City of Lawrence, and also the East Half $(\frac{1}{2})$ of the West half $(\frac{1}{2})$ of the Southwest quarter of the South-east quarter of the Southeast quarter of Section One (1), Township Thirteen (13) -South of Range Nineteen (19), and also, the West half of the West half of the South west quarter, of the Southeast quarter of the Southeast quarter of Section One (1), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridan, all in Douglas County, Kansas. and also in Jefferson County my one-fifth (1/5) interest in all the following, to-wit; 'the South half of the north daurter of section (20), township Eight (8), in Range Nineteen (19), and also , the Northwest quarter of Section thirty-six (36), in Township Eight (8), Range Seventeen (17), and also the ten(10) acres more or less of timber land, lying near the Southeast corner of the Northeast fractional quarter of Section Five (5), Township Nine (9), Range Eighteen, "Plying west of the Deleware River and Bounded on the east by said river, and on the South by the south line of said fractional quarter section, known as "horse shoe bend", containing in all two hundred fifty acres more or less in Jefferson 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 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 whomsover, PROVIDED, HOWEVER, That if the said parties of the first part, persons whomsover, FROVIDED, nothing, into party of the second part, its successors shall pay or cause to be paid to the said party of the second part, its successors into a second part of the second party of the second part, its successors or assigns the principal sum of Five Thousand and no/100 on the 17th day of October A. D. 1920 with interest thereon at the rate of seven percent per annum, payable semi-annually on the 17th days of April and October in each year, together with interest at he 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 second part to the part----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.