

AFFIDAVIT.

State of Kansas, County of Douglas, ss.
Geo. A. Banks being duly sworn, deposes and says; that he was well acquainted with L. D. Binkley who conveyed by warranty deed to Louisa M. Fox on the 11th day of February A.D. 1873, the Lot No. 182 Vermont Street in the City of Lawrence, Kansas and other property and knows that at the time said conveyance was made, said L. D. Binkley was unmarried, and further deponent saith not.

Subscribed and sworn to before me this 28th day of April 1908.

Geo A. Banks,
Frank E. Banks.
Notary Public.

My commission expires Nov. 8th, 1910.

(L.S.)

Recorded May 1, 1918,
At 2:15 o'clock P.M.

Estelle Northrup
Register of Deeds,
Ferne Horn
Deputy.

Recorded in Book 102 Page 10.

MORTGAGE.

This indenture, Made the 15th day of April, A.D. 1918, between Edmund D. Briggs and Gertrude Briggs, his wife, of the County of Decatur and State of Iowa, hereinafter known as party of the first part, and Commerce Trust Company, a corporation, of Kansas City, Missouri, party of the second part,

Witnesseth: that the said party of the first part, in consideration of the sum of Eight Thousand and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate, in the County of Douglas and State of Kansas, to-wit:

The southwest quarter of Section seventeen (17), Township Fifteen (15) Range Twenty-one (21).

To Have and to hold the same, with appurtenances thereto belonging or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all encumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided however, that if the said party 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 Eight Thousand & no/100 Dollars, according to the tenor and effect of one promissory note numbered 6359, bearing even date herewith, being for the sum of Eight Thousand & no/100 Dollars (\$8,000.00), payable to the order of said party of the second part at its office in Kansas City, Missouri, in lawful money of the United States of America, with interest thereon from date until maturity at the rate of six per cent per annum, payable annually on the fifteenth day of April in each year, according to interest coupons attached to said note, and which note further provides that if default be made in the payment of any part of said money, either principal or interest, when the same becomes due and payable, then all of said principal and interest shall, at the option of the legal holder or holders of said note, become due and payable, and that both principal and interest are to bear interest at the rate of eight per cent per annum after maturity 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 party of the first part; otherwise to remain in full force and effect.

And the said party of the first part does 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 be, and any costs, charges or attorneys' fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said party of the first part does further covenant and agree, until the debt hereby secured is fully satisfied, to pay all taxes and assessments levied under the laws of the state of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and keep the buildings thereon in good repair and insured in some responsible fire insurance company, to the satisfaction of the holder hereof, in the sum of not less than \$2000.00 against loss by fire, and not less than \$2000.00 against loss by wind-storm or tornado, the policy or policies to be delivered to said party of the second part and written for the benefit of said party of the second part, or its assigns, as additional security to this loan; 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 therefor, with interest thereon from the date of payment at the rate of eight per cent per annum, shall be collectible with, as part of and in the same manner as, the principal sum hereby secured.

Recorded

July 23 1918

Register of Deeds

John C. Wellman Notary Public and is sworn and is a resident of the County of Douglas, State of Kansas.

(Seal)

Commerce Trust Company

Notary Public

Notary Public

Notary Public

Notary Public