

MORTGAGE.

This indenture, Made this 21st day of April A.D. 1918, between E. J. Vigour and E. M. Vigour, his wife, of the County of Johnson and State of Kansas party 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 party of the first part, in consideration of the sum of twelve hundred fifty and no/100 Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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:

Commencing at a point 133 feet north of the southwest corner of Block three (3), in Earl's Addition to the City of Lawrence; thence running north on Delaware Street to a point due West of the center of said Block Three (3); Thence East to the center of said Block three (3); thence south 167 feet West 300 feet to the place of beginning, being the north 167 feet of the southwest quarter (¼) of Block Three (3), in Earl's Addition to the City of Lawrence.

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 party of the first part hereby covenants that at the delivery hereof she is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that she 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 Twelve hundred fifty and no/100 Dollars, on the 21st day of October A.D. 1921, with interest thereon at the rate of six and one half per cent per annum, payable semi-annually on the 21st days of October and April 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 party 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 party 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 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 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 party 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 \$550.00 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 party of the first part does 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 at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In witness whereof, The said party of the first part has hereunto set her hand the day and year first above written.

E. J. Vigour,
E. M. Vigour.

Recorded

Dec 8th 1921

Wm. H. Ballou
Register of Deeds

*The following is entered in the original instrument
This note secured by this mortgage. The debt paid in full on this
mortgage is hereby acknowledged and cancelled this 21st day of October
A.D. 1921.*

George J. Ballou

Thomas H. Ballou
86 Broadway, New York