

State of Kansas,)
County of Franklin,) ss.

Re it remembered, that on this 1st day of March A.D. 1920, before me, a Notary public in and for said County and State, came H. B. Wilson and Grace C. Wilson, husband and wife, 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.

H. E. DeTar,
Notary Public.

Commission expires on the 12th day of Feb. 1921, (L.S.)

Recorded March 1, 1920,
At 2:50 o'clock A.M.

Estlin Northrup
Register of Deeds,
Turner Ellis
Deputy.

MORTGAGE.

This indenture, made this first day of March in the year of our Lord one thousand and nine hundred and twenty by and between George J. Broers and Anna A. Broers his wife, and Adolph Lotz Jr., and Clara Lotz his wife of the County of Douglas and State of Kansas, parties of the first part, and Maurice E. Hamer party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of of the sum of Eighteen Thousand and no/100 Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged; have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto said party of the second part, and to his heirs and assigns, forever, all of the described tract, piece or parcel of land, lying and situate in ...County of Douglas and State of Kansas, to wit:

All the NE $\frac{1}{4}$ of Section (15) and the W $\frac{1}{2}$ of NW $\frac{1}{4}$ of Section (14) all in Township (13) S. and Range (19 E.) Douglas County, Kansas, being (240) acres more or less as per the government survey thereof.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, and this instrument is made, executed and delivered upon the following conditions, to wit:

First, Said parties of the first part are justly indebted unto the said party of the second part in the principal sum of eighteen thousand and no/100 Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said parties of the first part and payable according to the tenor and effect of One certain first Real Estate Note, today executed and delivered by the said parties of the first part bearing date March 1st, 1920 payable to the owner of the Maurice E. Hamer, party of the second part Five years after date, at Watkins National Bank, Lawrence, Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually on the first days of September and March in each year, and ten per cent. per annum after maturity, the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said Maurice E. Hamer at Watkins National Bank, Lawrence, Kansas;

Second, said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured, due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

Third, said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth, said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of Three Thousand (\$3,000. Dollars, loss, if any, payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when

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The foregoing is a copy of the original instrument as recorded in the office of the Register of Deeds, County of Franklin, State of Kansas, on the 1st day of March, 1920, and is true and correct as the same appears from the records of said office.
Witness my hand and the seal of said office, at Lawrence, Kansas, this 1st day of March, 1920.
Estlin Northrup
Register of Deeds.