

Apr 1921 and one installment on the first days of Oct and Apr in each year thereafter until the entire sum is fully paid. And if default be made in the payment of any one of said installments when due or any part thereof, then all unpaid installments shall become immediately due and payable, at the option of the party of the second part, or of the legal holder of said note, and shall draw interest at the rate of ten per cent. per annum from the date of said note until fully paid.

And the said parties of the first part further agree that in case they pay the first mortgage upon the above-described land, (for the negotiation or extension of which this mortgage and the note hereby secured is given as a commission) before the last date such mortgage by its terms is due and payable, such payment shall in no wise effect this mortgage or the note thereby secured, but that they will pay the sums thereby secured in full, as though no such payment of the first mortgage was made.

Now, if said first parties shall pay or cause to be paid to said party of the second part, its heirs, assigns or successors, 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, otherwise to remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, are not paid when the same are due, or if the first mortgage or any part thereof, or any interest thereon is not paid when the same is due, or if the taxes or assessments of every nature which are or may be assessed and levied against such premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums and any interest thereon shall, and by these presents do, become due and payable, and the said party of the second part shall be entitled to the possession of the premises. All appraisement, exemption and stay laws are hereby expressly waived.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, its heirs, assigns or successors, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same; that said premises are free and clear of all encumbrances except Sixty Five Hundred Dollars, and that they will, and their heirs, executors and administrators shall forever warrant and defend the title to said premises against the lawful claims and demands of all persons whomsoever.

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

Attest.

H. J. Ambler,
Nellie May Ambler,

State of Kansas, Douglas County, ss.

Be it remembered, That on this, the 20th day of Feb. A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, came H. J. Ambler and Nellie May Ambler his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires Dec. 16, 1922. (L.S.)

C. E. Cory,
Notary Public.

Recorded April 24, 1920,
At 9:45 o'clock A.M.

Estelle W. Schupp
Register of Deeds,
John L. W.
Deputy.

MORTGAGE.

This Indenture, Made this 1st day of March A.D. 1920, between Philip Roser and Marie Roser, husband and wife of the County of Douglas and State of Kansas parties of the first part, and The Farmers State and 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 Nine Thousand Eight Hundred and no/100 (\$9800.00) 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, situate in the County of Douglas and State of Kansas, to wit:

The Northeast Quarter of Section Seven (7) Township Fourteen (14), Range Nineteen (19), less the following described tract of land, to wit: Commencing at the southeast corner of said Northeast quarter of Section 7 thence North along the section line One hundred (100) rods; thence west (2) rods; thence South One hundred (100) rods; thence East (2) rods, to the place of beginning.

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 Nine Thousand Eight Hundred and no/100 (\$9800.00) Dollars, on the 1st day of March A.D. 1925, with interest thereon At the rate of six per cent per annum, payable semi-annually on the 1st days of September and March 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 five certain promissory notes,

The following is endorsed on the original instrument:

The note secured by this mortgage has been paid in full and this mortgage is hereby released and cancelled this 11th day

of May 11, 1925
of Farmers State Savings Bank -
Lawrence, Kansas
Dated the 11th day of May 1925
By M. C. Brown -
Cashier

Register of Deeds

Recorded April 28, 1921
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