

MORTGAGE.

This Indenture, Made this 16th day of April in the year of our Lord one thousand nine hundred and twenty by and between Effie A. Brown and E. L. Brown, her husband, of the County of Shawnee and State of Kansas, parties of the first part, and The Guaranty State Bank (a corporation) of Topeka, Shawnee County, Kansas, party of the second part;

Witnesseth, that the said parties of the first part, for and in consideration of the sum of (\$3500.00) Three Thousand Five Hundred 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 present do grant, bargain, sell, convey and confirm unto said party of the second part, and to its successors and assigns, forever all of the following described tract, piece or parcel of land, lying and situate in County of Douglas and State of Kansas, to wit:

The North East Quarter (NE $\frac{1}{4}$) of Section Thirteen (13) Township Fifteen (15) Range Eighteen (18) containing one hundred and Sixty acres (160) more or less, in Douglas County, Kansas.

To Have and to Hold the Same, with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and all right of homestead exemption, unto the said party of the second part, and to its successors 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 its successors 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 First parties are justly indebted unto the said party of the second part in the principal sum of Thirty five hundred 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 first parties and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, this day executed and delivered by the said Effie A. E. L. Brown bearing date April 16th, 1920, payable to the order of the said The Guaranty State Bank five years after date, at Topeka, Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, payable semi-annually on the 16th days of October and April 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 The Guaranty State Bank at Topeka, 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 hereinafter specified; and if not so paid the said party of the second part, or the legal holder of 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 10 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 of 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 ofDollars, loss, if any, payable to the mortgagee or its 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 received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises, said party of the second part, or the legal holder or holders of said note, may deliver said policy to said part of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part, for said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

The following is endorsed on the original instrument:

*Know all men by these Presents, that Guaranty State Bank the mortgagee with
moneys does hereby acknowledge full payment of the note by the foregoing
mortgagee secured, and a discharge of the same of record.
County, Kansas, to discharge the same of record.
In Witness Whereof, I have hereunto set my hand on this 23rd
day of March A. D. 1925. Ray S. Brown, President (R. S. B.)
The Guaranty State Bank (R. S. B.)
(Comp Seal.) Topeka, Kansas*

Recorded March 24, 1925
J. A. Cullen
Register of Deeds

March 24, 1925

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(Comp)

(Seal)

full payment of the debt represented herein and

complete satisfaction of the within mortgage and

Discharge secured. The hereby acknowledged

Register of Deeds

(THE FOLLOWING IS ENDORSED ON THE ORIGINAL INSTRUMENT)

Discharge secured. The hereby acknowledged

full payment of the debt represented herein and

complete satisfaction of the within mortgage and

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