

Sixth. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said first parties agree to pay to the said second party and its successors and assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate of 10 per cent per annum.

In testimony whereof, the said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed and delivered in presence of

Effie A. Brown, (Seal)
E. L. Brown, (Seal)

State of Kansas, Shawnee County, ss.

Be it remembered, that on this 3rd day of May A.D. nineteen hundred and twenty before me, the undersigned, a Notary Public in and for said County and State, came Effie A. Brown and E. L. Brown, her husband who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Roy L. Pone,
Shawnee County, Kansas.

My commission expires Mch 31st, 1921. (L.S.)

Recorded May 4, 1920,
At 9:00 o'clock A.M.

Estelle Noshrop,
Register of Deeds,
Ernest Florio,
Deputy.

MORTGAGE.

This indenture, Made this 19th day of January A.D. 1920, between Oliver Ulrich, a widower, of the County of Douglas 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 Fifteen Hundred and no/100 (\$1,500.00) 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:

The West Ninety (90) feet of Lot One Hundred Twenty six (126) on Kentucky Street, in the City of Lawrence, Kansas.

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 he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all encumbrances; and that he 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 Fifteen Hundred and no/100 (\$1,500.00) Dollars, on the 19th day of January A.D. 1923, with interest thereon at the rate of six per cent per annum, payable semi-annually on the 19th days of July and January 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 \$3,000.00 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.

Recorded Jan 21st 1921

Ernest Florio
Register of Deeds

Charles Kraft

Ernest Florio

*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 19th day
of January A.D. 1921 Farmers State Savings Bank
E. L. Brown*