

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 of 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, 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 his hand the day and year first above written.

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

Oliver Ulrich,

On this 19th day of January A.D. 1920, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Oliver Ulrich, a widower, to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.

George L. Kreeck,
Notary Public.

My commission expires January 19, 1922.

(L.S.)

Recorded May 5, 1920,
At 11:40 o'clock A.M.

Edith Northrup
Register of Deeds,
Linn H. Hove
deputy.

MORTGAGE.

This Indenture, Made this 22nd day of April, A.D. 1920, between James R. Holmes and Louella J. Holmes, his wife, of the County of Douglas and State of Kansas, parties of the first part, and The Farmers & Bankers Life Insurance Company, of Wichita, Kansas, party of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Four Thousand and no/100 Dollars in hand paid by said party of the second part the receipt whereof is hereby acknowledged have sold, and by these present do grant, convey and confirm, unto the said party of the second part, its successors and assigns forever, all of the following described real estate, lying and situated in the County of Douglas, And State of Kansas, to wit:

Commencing at the Northeast corner of Lot Twenty-two (22) on Massachusetts Street in the City of Lawrence, Kansas; thence running West on the South line of Winthrop Street Thirty-eight (38) feet and Three (3) inches; thence South Fifty (50) feet; thence East Thirty-eight (38) feet and Three (3) inches to an alley at the South-east corner of said lot; thence North Fifty (50) feet to the beginning,

with appurtenances, and all the estate, title and interest of the said parties of the first part therein. 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.

Provided always, and these present are upon these express conditions; that if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said party of the second part its successors or assigns, the sum of Four Thousand and no/100 Dollars with interest thereon at the time and in the manner specified in one certain promissory note, bearing date April 22, A.D. 1920, executed by the parties of the first part, payable to the order of The Farmers & Bankers Life Insurance Company, at its office in Wichita, Kansas, in amount and due as follows; \$4000.00 dated April 22, 1920, due April 22, 1923, with interest at the rate of 6% per annum, payable semi-annually, October 22nd and April 22nd each year, with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, then in that case these presents and everything herein expressed shall be absolutely null and void. But on default in payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay insurance premiums or taxes falling due, or any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, if the holder of said note so elects notice of such election being expressly waived, and this instrument shall be subject to foreclosure according to law. It is also agreed that the Mortgagors or their grantees shall furnish insurance policies in the sum of at least \$ 2750.00 Fire 2000.00 Tor. with usual mortgage loss clause attached, payable to second party or its assigns, and if said insurance is not at all times furnished, second party or its assigns, may procure the same, or if taxes are in default second party, or its assigns, may pay the same, and this mortgage shall stand as security for all sums paid for insurance or taxes, with ten per cent interest thereon. In case of foreclosure and sale the parties of the first part hereby waive the right of appraisalment of the premises.

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

Signed, sealed and delivered in the presence of
C. B. Holmes,

James R. Holmes, (Seal)
Louella J. Holmes, (Seal)

The following is ordered on the original instrument.
The amount secured by this mortgage has been paid in full.
and the same is hereby canceled this 22 day of January, 1924.
The Farmers & Bankers Life Insurance Company.
By - J. H. Stewart, Vice President.

Recorded Jan 25 1924
J. C. McLean
Register of Deeds

Recorded Jan 21 1921

The following is ordered on the original instrument.
The note secured by this mortgage has been paid in full.
and this mortgage is hereby canceled and annulled this 19th day of January A.D. 1924
James R. Holmes & Louella J. Holmes.