

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, and may proceed to foreclose this mortgage; and in case of foreclosure, 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 have hereunto set their hands the day and year first above written.

State of Kansas,)
County of Douglas, ss.

Romie Deay,
Nellie May Deay,

On this 27th day of April, A.D. 1920, before me, a Notary Public, in and for said County, personally appeared Romie Deay and Nellie May Deay, husband and wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.
My commission expires September 15th, 1922.

(L.S.)

E. J. Hilkey,
Notary Public.

Recorded May 7, 1920,
At 10:45 o'clock A.M.

Estelle Northrup
Register of Deeds,
Gene Albee
Deputy.

MORTGAGE.

This Indenture, Made this 5th day of May in the year of our Lord on thousand nine hundred and twenty by and between E. J. Hilkey and Ada R. Hilkey, his wife of the County of Douglas and State of Kansas, parties of the first part, and W. R. Stubbs, party of the second part:

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Twenty 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 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 following described tract, piece or parcel of land, lying and situate in the County of Douglas and State of Kansas, to wit:

Lot Numbered Two Hundred ELEVEN (211) on Tennessee Street, in the City of Lawrence.

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 justly indebted unto the said party of the second part in the principal sum of Twenty 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 parties of the first part and payable according to the tenor and effect of one certain First Mortgage Real Estate Note, executed and delivered by the said parties of the first part bearing date May 5th, 1920 payable to the order of the said W. R. Stubbs five years after date, at Peoples State Bank, Lawrence, Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the 5th days of May and November in each year, and 8 per cent. per annum after maturity, the installments of interest being further evidenced by 10 coupons attached to said principal note, and of even date therewith, and payable to the order of said W. R. Stubbs at Peoples State 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 8 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 Twenty five hundred Dollars,

THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE REGISTER OF DEEDS, COUNTY OF DOUGLAS, STATE OF KANSAS, MAY 7, 1920, AT 10:45 A.M.

The mortgagee of the State Savings Bank, Lawrence, Kansas, the mortgagee within named does hereby acknowledge full payment of the note by the foregoing mortgagee, and with this mortgagee, the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

The mortgagee of the State Savings Bank, Lawrence, Kansas, the mortgagee within named does hereby acknowledge full payment of the note by the foregoing mortgagee, and with this mortgagee, the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

The State Savings Bank, Lawrence, Kansas, the mortgagee within named does hereby acknowledge full payment of the note by the foregoing mortgagee, and with this mortgagee, the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

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The mortgagee of the State Savings Bank, Lawrence, Kansas, the mortgagee within named does hereby acknowledge full payment of the note by the foregoing mortgagee, and with this mortgagee, the Register of Deeds of Douglas County, Kansas, to discharge the same of record.