

State of Kansas, Shawnee County, ss.

Be it known, that on this 19th day of June A.D. 1920, before me, a Notary Public in and for said county, personally appeared J. P. Slaughter, President of the Farm Mortgage Trust Company, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then and there acknowledged the execution of said instrument to be his voluntary act and deed, and the voluntary act and deed of said company, for the uses and purposes therein set forth.

Witness my hand and Notarial Seal on the day last above written.

Francis L. McClelland,
Notary Public.

My commission expires January 12, 1924.

(L.S.)

Recorded June 23, 1920,
At 3:15 o'clock P.M.

Estelle Northrup
Register of Deeds,
Gene Flora
Deputy.

MORTGAGE.

This Indenture, Made this 24th day of April A.D. 1920, between Wm. G. Hayter and Annie Gertrude Hayter, husband and wife, of the County of Douglas and State of Kansas parties 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 parties of the first part, in consideration of the sum of Nine Hundred Fifty and no/100 (\$950.00) 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:

Lot Number 126 on New York Street in the City of Lawrence, Douglas County, Kansas, residence known as 1118 New York Street.

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 thereby 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 Hundred Fifty and no/100 (\$950.00) Dollars, on the 24th day of April A.D. 1926, Payments to be made of \$18.00 (Eighteen) per month, beginning the first day of first day of September, 1920 and to continuell month apart thereafter for Seventy one (71) months, 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 coupon interest notes thereto attached bearing even date herewith, executed by said parties 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 parties 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 parties of the first part, otherwise to remain in full force and effect.

And the said parties of the first part do 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 parties of the first part hereby further covenant and agree 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 \$.....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.

And the said parties of the first part do 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

The following is referred to in the original instrument:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witness my hand this 19th day of June A.D. 1920

Francis L. McClelland
Notary Public

Francis L. McClelland
Notary Public

Recorded June 15, 1920
Francis L. McClelland
Register of Deeds

The Farmers State & Savings Company
By *J. P. Slaughter*
President

(Copy Seal)

Recorded
June 15, 1920
Francis L. McClelland
Register of Deeds