

And in case of default of payment of any sum herein covenanted to be paid for thirty days after the same becomes due, or in default of performance of any covenant herein contained, said first parties agree to pay to second party or its assigns, interest at the rate of ten per centum per annum on said principal note from the date of such default to the time when the money shall be actually paid.

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

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

On this 17th day of August A.D. 1920, before me, a Notary Public in and for said county, personally appeared Louiza C. Don Carlos and H. E. Don Carlos, her husband, 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 Dec. 6, 1920.

(L.S.)

Florene Parsons,
Notary Public.

Recorded August, 19, 1920, *
At 4:25 o'clock P.M.

Estlin Northrup
Register of Deeds,
Torne Flora
deputy.

MORTGAGE.

This indenture, made the second day of August A.D. 1920 between Louisa C. Don Carlos and H. E. Don Carlos, her husband of the County of Douglas and State of Kansas, parties of the first part, and The Union Mortgage and Investment Company, a corporation organized and existing under the laws of Kansas, located at Kansas City, Wyandotte County, Kansas; party of the second part,

county, kansa; party of the second part,
 Witnesseth, that the said parties of the first part, in consideration of the sum of
 Twenty-four Hundred and no/100 dollars in hand paid, the receipt whereof is hereby
 acknowledged, do hereby grant, bargain, sell, convey, and confirm to the said party of
 the second part, its successors and assigns, the following described real estate in
 the County of Douglas and State of Kansas, to wit:

The North One Hundred Seventeen and one half feet (117½) of lot numbered twelve (12) in block numbered (4) four, in Babcock's addition to the City of Lawrence; also all of lot numbered One Hundred Seventy (170) on Tennessee Street in the City of Lawrence, Douglas County, Kansas.

(This is a junior mortgage subject to two prior mortgages of \$2500.00 each dated August 2, 1920, the parties being the same as herein.)

To have and to hold the same, with the appurtenances thereto belonging or in any-wise appertaining, including any right of homestead and every contingent right or estate therein and all land reverting to said real property on streets and public grounds adjacent thereto having been or hereafter being vacated, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said parties of the first part hereby covenant that 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 \$2400.00 in payments as follows: \$50.00 on the first day of October 1920 and \$50.00 on the first day of each succeeding month thereafter, to and including September first 1924 together with interest at the rate of ten per centum on all notes which shall not have been paid when due, according to the tenor and effect of 46 promissory notes, bearing even date herewith, executed by the said Louisa C. Don Carlos and H. E. Don Carlos, and payable at the office of The Union Mortgage and Investment Company, in Kansas City, Kansas; and shall perform all and singular the covenants herein contained; then this mortgage to be void, 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, and all costs and expenses, including attorney's fees, if any there shall be, paid by the said party of the second part, its successors or assigns, in maintaining the priority of this mortgage.

And the said parties of the first part do further covenant and agree, until the debt hereby secured is fully satisfied, to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, before any penalty for non-payment attaches thereto; also to abstain from the commission of waste on said premises, and to keep the buildings thereon in good repair and insured to the amount of \$2000.00 against loss by fire

Recorded
Filed
J. E. McElhannon
Register of Deeds
1927

The Union Mortgage and Surety Co. of New York, the only one in the market, came to the aid of the Union Mortgage Co. and arranged the payment of the debt secured by the former mortgage; and although the Union Mortgage Co. was not a party to the same agreement for the mortgage, the said Company has consented that it should be so. By the Vice President of the said Co. of New York, this 27th day of July, A.D. 1915.

The following is endorsed on the original instrument: