MORTGAGE RECORD

This Indenture, Made this 20th day February in the year of our Lord one thousand nine hundred and twenty three

WITNESSETH, that John S. Stover and Ada Stover his wife

of the county of Douglas and State of Kansas, party of the first part, for and in consideration of

Three Thousand DOLLARS

Conveys and Warrants to THE MERCHANTS ~~LOAN AND SAVINGS~~ National BANK, of Lawrence, Douglas County, Kansas, party of the second part, its assigns or successors, the real estate, hereinafter described, situated in the county of Douglas and state of Kansas, to-wit:

Lot numbered Thirteen (13), Hosford's Second Addition to the City of Lawrence.

To secure the said party of the second part, its assigns or successors, for an actual loan of money made to the said party of the first part, as evidence by one certain Bond No. ..... of even date herewith, in and by which said bond the party of the first part promises to pay to the order of the said party of the second part, its assigns or successors, in lawful money of the United States of America, the principal sum of Three Thousand Dollars, on February 20 1924 with interest at the rate Six per cent. per annum from date until maturity and Ten per cent. per annum after maturity or default, interest payable semi-annually according to interest coupons therefor thereunto attached, both principal and interest being payable at the office of THE MERCHANTS NATIONAL BANK, Lawrence, Kansas, and also promise and agree that in case any interest on any of said sums shall remain unpaid after the same becomes due, then the entire sums covered by this bond and secured by this Mortgage Deed, to become immediately due and payable at option of mortgagee, without any notice of any kind whatsoever, and same to be collected in like manner as if the full time provided in said bond had expired.

It is Hereby Expressly Agreed, That said first party shall insure the buildings that are insurable herein, in favor of the party of the second part, its assigns or successors, against loss or damage by fire, in such sum and in such fire insurance companies as the second party, its assigns or successors, may direct, and maintain such insurance during the continuance of this loan.

It is Further Expressly Agreed, That the first party shall at all times keep the taxes and assessments of any and all kinds that may become liens upon said premises fully paid and satisfied, and that said security shall remain and be kept as good as the same is now during the continuance of this loan.

It is Further Agreed, That the first party shall repay to the second party, its assigns or successors, all and every such sum or sums of money as may have been paid by them, or any of them, for taxes or assessments, or for premiums and costs of insurance, or on account of, or to extinguish or remove any prior or outstanding title, lien, claim or incumbrance on the premises hereby conveyed, with interest thereon at the rate of ten per cent. per annum from the time the said sum or sums of money may have been respectively so advanced and paid, until the same are repaid. And all of which said sum or sums of money and the interest to accrue thereon, shall also be a charge upon said premises, and shall be secured by this instrument in the same manner as the said principal sum payable by the said bond is secured thereon.

It is Further Agreed. That in case of default in the payment of said bond, or any part thereof, or any of the sums of money to become due herein specified, according to the tenor and effect of said bond, or in the case of the breach by the said party of the first part, of any of the covenants or agreements herein mentioned by the said first party to be performed, then and in that case, this conveyance shall become absolute, and the party of the second part, its assigns or successors, be at once entitled to the possession of the said above described premises, and to have and receive all the rents and profits thereof, and the said bond.....with interest accrued thereon and all moneys which may have been advanced and paid by the said second party, its assigns or successors, with the aforesaid interest thereon, shall, thereupon, each and everyone of th m, become and be at once due and payable at the option of the legal holder hereof.

In Testimony Whereof, The said party of the first part has hereunto set their hand and seal on the day and year first above written.

John S. Stover (SEAL)

L.S. Ada Stover (SEAL)

STATE OF KANSAS, Douglas COUNTY, SS:

I, the undersigned, a Notary Public in and for said County and State, do hereby certify that on this 20th day of February A. D. 1923 personally appeared before me John S. Stover and Ada Stover his wife

to me personally known to be the identical persons who executed and whose names are affixed to the foregoing mortgage as grantor and acknowledged the same to be their voluntary act and deed.

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

F. C. Whipple Notary Public.

Commission expires Jan. 27 1927

Filed for Record on the 24" day of February A. D. 1923 at 9 30 o'clock A. M.

Ida E. Nellman Register of Deeds.

Deputy.

This Release was written on the original Mortgage Book ... Page ... Entered this 18 day of March 1926

Merchants Loan and Savings Bank

By F. E. Whipple Cashier

For Release see Book 67 Page 345.

For Assignment See Book 72 Page 479

Release Fee $1.00

Reg. of Deeds