

MORTGAGE RECORD

The following is endorsed on original mortgage.  
The note secured by this mortgage has been paid in full, this  
mortgage is hereby released and cancelled this 5th day of May 1923  
Farmers State Bank  
S. C. Stevenson, JR.  
Recorder  
May 7th 1923  
Real Estate Department  
Register of Deeds

This Indenture, Made this 5th day of November A. D. 1922, between  
Charles C. Thum and Nellie Thum, husband and wife  
of the County of Douglas and State of Kansas, part of the first part, and The Farmers State and 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  
Two thousand and no/100 (2,000.00) 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:  
All of Lot Forty-nine (49) Corner of 4th Street, City of Lawrence, Douglas County,  
Kansas.

First parties agree to pay a sum of not less than \$700.00 (Seven Hundred  
and no/100) upon the principal of this mortgage prior to November 1923. If  
payment be not made this mortgage to become due at the option of holder

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  
hereby 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 Two thousand and no/100 (\$2,000.00) Dollars,

on the 5th day of November A. D. 1923 with interest thereon at the rate of Seven (7%) per cent per annum,  
payable semi-annually on the 5th days of November and May in each year,  
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 six (6) 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 collections, 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 \$2,000.00 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 therefor,  
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 defaults, 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 there-  
upon, 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 or 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 fore-  
close 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 parties of the first part have hereunto set their hand and seal the day and year  
first above written.

Charles C. Thum  
Nellie Thum

STATE OF KANSAS,  
County of Douglas } ss:

On this 5th day of November A. D. 1922, before me, the undersigned, a Notary Public in and for said County  
and State, personally appeared Charles C. Thum and Nellie Thum, husband and wife  
to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that they executed the  
same as their 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.

My Commission expires Jan'y 19 1923

Geo L. Kueck  
Notary Public

Filed for Record on the 20 day of Dec A. D. 1922 at 2:35 o'clock P.M.

Charles C. Thum, Register of Deeds,  
Deputy.