

MORTGAGE RECORD

A. D. 1922, between
George Maddux and Matilda A. Maddux,
 Farmers State and Savings Bank, a
 part:

Dollars,
 to the said party of the second part,
 to-wit:
121 (121) and
121 (121) and

cluding any right of homestead and
 the said part of the first part
 st the lawful claims of all persons

of the second part, its successors or

Dollars,
 per cent per annum
 in each year,
 when due, and on said principal
 coupon interest notes
 the second part or its order at the
 designate, which note represents
 perform all and singular the cove-
 ne first part, otherwise to remain

principal sum and interest above
 rred and paid by the said party
 d part may make any payments
 id any sums so paid shall become
 er cent in any suit to foreclose

neral or special, which may be
 the buildings in good repair and
 part, its successors or assigns,
 failure to do so, the said party
 and the amounts paid therefor,
 and in the same manner as the

of any installment of interest,
 continuance of such defaults, the
 fully due and payable, and there-
 on or assigns, shall be entitled to
 its of said premises, which are
 rein, and may proceed to fore-
 together and not in parcels.

and the day and year

public in and for said County
 factually
 they executed the

en.
 clock, A.M.
 Register of Deeds.
 Deputy.

The following is endorsed on original instrument:

The note secured by this mortgage has been paid in full, and this mortgage is hereby released and cancelled this

I acknowledge payment in full of the within mortgage and hereby authorize the holder of deeds to enter this discharge of record.

of September 21, 1923
 Farmers State Savings Bank
 Geo. A. Krich Street

Recorded December 21, 1923
 Geo. B. Weisman
 Register of Deeds

This Indenture,

Made this 1st day of September, A. D. 1922, between
George Maddux and Matilda A. Maddux, 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 part of the first part, in consideration of the sum of Five hundred and no/100 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:
The South Forty (40) feet of Lot 2, Sec. 12, T. 23 N., R. 12 E., Black Pine Loc. 1
1st and 2nd 1/4 of the City of Lawrence, Kansas, known as 708
Indian 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 part of the first part hereby covenant, that at the delivery hereof, they 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 part 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 Five hundred and no/100 Dollars,

on the 1st day of September, A. D. 1922, with interest thereon at the rate of 12 per cent per annum, payable semi-annually on the 1st days of March and September 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 121 coupon interest notes thereto attached bearing even date herewith, executed by said part of the first part and payable to the party of the second part or its order at the Bank of Lawrence, 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 part 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 part of the first part, otherwise to remain in full force and effect.

And the said part 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 part 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 \$ 2000.00 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 part 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 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, 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 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 part of the first part has hereunto set their hand the day and year first above written.

George Maddux
Matilda A. Maddux

STATE OF KANSAS,
 County of Douglas } ss:

On this 1st day of Sept, A. D. 1922, before me, the undersigned, a Notary Public in and for said County and State, personally appeared George Maddux and Matilda A. Maddux, being to me known to be the same persons 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 July 19, 1925 (R.S.) Geo. B. Weisman
 Notary Public

Filed for Record on the 1st day of Jan, A. D. 1923, at 10 o'clock P.M.

Esther N. H. H., Register of Deeds.
Geo. B. Weisman, Deputy.