

MORTGAGE RECORD

The following is a copy of the original instrument
 recorded in this mortgage book on page 406, and the mortgage
 is hereby acknowledged and cancelled this 7 day of November A.D. 1922
 Farmers State Savings Bank
 (Corporation)

This Indenture, Made this 15th day of November A. D. 1922, between
Ralph E. Barnes and Ethel A. Barnes, husband and wife,

of the County of Douglas and State of Kansas, parties 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
Twenty five hundred and no/100 (\$2,500.00) 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 number thirty-two (32) in Block 10 in the City
of Lawrence, Kansas.

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 have 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 Twenty five hundred and no/100 (\$2,500.00) Dollars,
 on the 15th day of November A. D. 1922, with interest thereon at the rate of 12% per cent per annum,
 payable semi-annually on the 15th days of July and January 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 also 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
 Bank of said company, 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 \$2,500.00 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 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 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 hands and seals on the day and year last above written.

Ralph E. Barnes
Ethel A. Barnes

STATE OF KANSAS } ss:
 County of Douglas

On this 15th day of November A. D. 1922, before me, the undersigned, a Notary Public in and for said County
 and State, personally appeared Ralph E. Barnes and Ethel A. Barnes
 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 4, 1924 (A.D.) Burchard C. Olson
 Notary Public for County of Douglas

Filed for Record on the 15th day of November A. D. 1922 at 5:05 o'clock P.M.
E. J. [unclear] Register of Deeds.
[unclear] Deputy.