

## MORTGAGE RECORD

A. D. 1921, between

State and Savings Bank, a

Dollars,

to-wit:

Street

any right of homestead and

of the first part

convey the same; that said

lawful claims of all persons

second part, its successors or

Dollars,

per cent per annum

in each year,

due, and on said principal

coupon interest notes

and part or its order at the

date, which note represents

all and singular the cove-

part, otherwise to remain

principal sum and interest above

and paid by the said party

may make any payments

sums so paid shall become

it in any suit to foreclose

or special, which may be

buildings in good repair and

its successors or assigns,

are to do so, the said party

the amounts paid therefore,

in the same manner as the

my installment of interest.

of such defaults, the

and payable, and there-

said premises, shall be entitled to

and may proceed to fore-

ner and not in parcels.

the day and year

in and for said County

executed the

k. B. M.

Register of Deeds.

Deputy.

Recorded June 3, 1922

Gertie P. Buckner, Deed Rec.

Gene Buckner, Register of Deeds

The following is entered in the original instrument

of note secured by this mortgage was loaned in full and this mortgage is

hereby returned and canceled this 12th day of June 1922.

Lawrence State Savings Bank, Lawrence, Kansas

This Indenture, Made this 5th day of July, A. D. 1921, between Albert J. Hatfield and Rose Hatfield, 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 1st of the first part, in consideration of the sum of Fifteen Hundred and no/100 (\$1,500.00) 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 Numbered One Hundred Sixty-two (162) on Tennessee Street in the City of Lawrence, Douglas County, 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 part 1st 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 part 1st 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

Fifteen Hundred and no/100 (\$1,500.00) Dollars,

on the 5th day of July, A. D. 1921 with interest thereon at the rate of 10 per cent per annum

payable semi-annually on the 5th days of January and July 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 1st coupon interest notes

thereto attached bearing even date herewith, executed by said part 1st 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 part 1st 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 1st of the first part, otherwise to remain

in full force and effect.

And the said part 1st 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 1st 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 \$1,500.00 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 part 1st 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 part 1st of the first part have hereunto set their hand and seal the day and year first above written.

Albert J. Hatfield  
Rosa Hatfield

STATE OF KANSAS,

County of Douglas ss:

On this 5th day of July, A. D. 1921, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Albert J. Hatfield and Rosa Hatfield, husband and wife

to me known to be the same person as 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 January 12th 1922 (P.S.) E. L. Dieck Notary Public

Filed for Record on the 13 day of August, A. D. 1921, at 10:40 o'clock A. M.

Edith D. Porter Register of Deeds.

Deputy.