MORTGAGE RECORD

This Indenture, Made this second day of September A. D. 1922, between Ralph Ward and Newell Ward, 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 Twenty-five Hundred and no/100 ($2500.00) 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: Beginning at a point fifty four (54) feet East of a point where the West line of Vermont Street produced South cross the City of Lawrence, intersects the North line of Fifteenth Street, formerly known as Harris Street, thence Eastern the North line of Fifteenth Street one hundred and thirty four (134) feet; thence North at right angles to said North line of Fifteenth Street one hundred fifty and one half (150½) feet; thence West parallel to said North line of Fifteenth Street, one hundred thirty four feet (134); thence South at right angles to said North line of Fifteenth Street one hundred fifty and one half (150½) feet to beginning.

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 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 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 ($2500.00) Dollars, on the 26th day of August A. D. 1924, with interest thereon at the rate of six and one half per cent per annum, payable semi-annually on the twenty sixth days of August and February 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 four (4) 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 said company~~ office of same, 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 $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 therefore, with interest theron 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 have hereunto set their hand the day and year first above written.

Ralph Ward
Newell Ward

STATE OF KANSAS,
County of Douglas } ss:

On this 26th day of August A. D. 1922, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Ralph Ward and Newell Ward, husband and wife,

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 own 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 Oct 18 1924 (S.S.) J. C. Stevenson
Notary Public

Filed for Record on the 30th day of October A. D. 1922 at 11:30 o'clock A. M.

Estelle Northrup Duffee, Register of Deeds.
E. Babbitt, Deputy.

The following is endorsed on the original instrument:
The note secured by this mortgage has been paid in full, and this mortgage is hereby released and cancelled this 25 day of April A. D. 1924
The Mutual Aid Assoc. of Lawrence Co.
By Geo. Godfrey Pres. Geo. E. Chase Sec.

Recorded May 28 1924
Geo. E. Hartman
Register of Deeds
(Seal)

For Assignment see Book 65 Page 124.