

MORTGAGE RECORD

Recorded Feb 3 1925
Jas. B. Williamson
Register of Deeds
By J. Q. Waggoner
Superior Recorder
The following is endorsed on the original instrument:
This mortgage has been paid in full, and this day 2nd

A. D. 1923, between
Husband
Farmers State and Savings Bank, a
rt:
Dollars,
he said party of the second part,
to-wit:
Jas. B. Williamson
Lawrence,
ing any right of homestead and
said part. of the first part
ht to convey the same; that said
the lawful claims of all persons
the second part, its successors or
Dollars,
per cent per annum
in each year,
when due, and on said principal
coupon interest notes
second part or its order at the
designate, which note represents
perform all and singular the cove-
first part, otherwise to remain
principal sum and interest above
red and paid by the said party
part may make any payments
any sums so paid shall become
cent in any suit to foreclose
eral or special, which may be
e buildings in good repair and
part, its successors or assigns,
failure to do so, the said party
and the amounts paid therefore,
and in the same manner as the
of any installment of interest.
ontinuation of such defaults, the
tly due and payable, and there-
or assigns, shall be entitled to
ts of said premises, which are
rein, and may proceed to fore-
together and not in parcels.
the day and year
las
Public in and for said County
las, wife and
they executed the
tten.
ic
o'clock P.M.
ch, Register of Deeds.
Deputy.

This Indenture, Made this thirtieth day of January A. D. 1923, between
Warren B. Pine and Fula B. Pine, 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
one thousand dollars and no cents (\$1,000.00) 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:

Lot numbered one hundred nineteen (119) one hundred
twenty-one (121) one hundred twenty-three (123) one
hundred twenty-five (125) and one hundred twenty
seven (127) on Elm Street in Block Twelve (12) in Nebel
Lawrence.

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 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 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 (one thousand dollars and no cents) (\$1,000.00) Dollars,

on the thirtieth day of January A. D. 1923, with interest thereon at the rate of six per cent per annum
payable semi-annually on the thirtieth days of January and June 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 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
State of Kansas 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 part. of the first part; and shall perform all and singular the cove-
nants 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 \$ 1,000.00 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 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 hereby 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 the day and year
first above written.

L.S.

Warren B. Pine
Fula B. Pine

STATE OF KANSAS,
County of Douglas ss:

On this thirtieth day of January A. D. 1923 before me, the undersigned, a Notary Public in and for said County
and State, personally appeared Warren B. Pine and Fula B. Pine Husband and
wife
to me known to be the same person, he 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 Oct 18 1924

J. B. Stevenson
Notary Public

Filed for Record on the 8th day of March

A. D. 1923 at 2:00 o'clock P.M.

Jas. B. Williamson, Register of Deeds,
Deputy.

For Assignment, See Book 65 Page 119.