

MORTGAGE RECORD

A. D. 1923, between
 and wife
 Farmers State and Savings Bank, a

Dollars,
 said party of the second part,
 to-wit:
 Farmers State and Savings Bank

any right of homestead and
 parcels of the first part
 to convey the same; that said
 the 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
 second part or its order at the
 designate, which note represents
 first part, otherwise to remain

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

al or special, which may be
 buildings in good repair and
 part, its successors or assigns,
 due and payable, and there-
 of the amounts paid therefore,
 d in the same manner as the

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

the day and year
 sh
 executed the

n.
 P. M.
 Register of Deeds.
 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 2-2-
 day

A. D. 1928
 of March Farmers State & Savings Bank
 Cary Reed

Recorded March 27 1928

Joab B. Wellman
 Register of Deeds

This Indenture, Made this twentieth day of March, A. D. 1923, between
Olis H. Scott and Jennie Scott, husband and wife, and Simon
W. Hurwitz, an unmarried man, and Samuel W. Hurwitz, unmarried
son 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 party of the first part, in consideration of the sum of
Nine Thousand and no/100 (\$9,000.00) 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:
Commencing at the South East (SE) corner of Reserve Seven
Tract in the city of Lawrence, Douglas County, Kansas, being
North One hundred fifty feet (150) more or less, East fifty feet
(50) more or less, South one hundred fifty feet (150) more or less
fifty feet (50) to the place of beginning.
Together with all rights and privileges of
the use of the east wall of a garage building situated
along the west line of the tract herein described.

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 party 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 party 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 Nine Thousand and no/100 (\$9,000.00) Dollars,

on the twentieth day of March, A. D. 1923, with interest thereon at the rate of ten per cent per annum,
 payable semi-annually on the twentieth 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 certain promissory notes and each with the coupon interest notes
 hereto attached bearing even date herewith, executed by said party of the first part and payable to the party of the second part or its order at the
Bank of said county, 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 party 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 party of the first part, otherwise to remain
 in full force and effect.

And the said party 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 party 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 5,000.00 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 party 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 hand and seal, on the day and year last above written.

Samuel Hurwitz
Simon W. Hurwitz
Olis H. Scott
Jennie Scott.

STATE OF KANSAS,
 County of Douglas ss:

On this twentieth day of March, A. D. 1923, before me, the undersigned, a Notary Public in and for said County
 and State, personally appeared Olis H. Scott and Jennie Scott, husband and wife
and Samuel Hurwitz, an unmarried man, and Simon W. Hurwitz, an unmarried
 to me known to be the same person, 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

Notary Public

Filed for Record on the 27 day of March, A. D. 1923, at 2:05 P. M.

Joab B. Wellman, Register of Deeds.

Deputy.