

MORTGAGE RECORD

A. D. 1923, between

ate and Savings Bank, a

Dollars,
party of the second part,
to-wit:

right of homestead and
of the first part
ful claims of all persons

and part, its successors or

Dollars,
percent per annum

in each year,
and on said principal
coupon interest notes
part or its order at the
e, which note represents

l and singular the cove-
nt, otherwise to remain
the first of any interest

sum and interest above
paid by the said party
may make any payments
ms so paid shall become

in any suit to foreclose

special, which may be
ings in good repair and
ts successors or assigns,
to do so, the said party
amounts paid therefore,
the same manner as the

installment of interest
nce of such defaults, the
and payable, and there-
ens, shall be entitled to
aid premises, which are
id may proceed to fore-
r and not in parcels.

the day and year

in and for said County

executed the

P.M.

Register of Deeds.

Deputy.

This Indenture, Made this tenth day of April

A. D. 1923, between

William Hill and Bessie Hill, 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

Four hundred and thirty five and no/100 (\$435.00) 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 twenty-eight (28) rods west of the southeast corner of the Northeast quarter of the Northwest quarter of the Northwest quarter of Section twenty-nine (29) Township Twelve (12) Range Twenty (20) in the center of East Street, produced East from North Lawrence, thence North eight (8) rods thence East fifty feet thence South eight (8) rods to the center of East Street, thence thence East along the center of said Street to the place of beginning, after which thence North four (4) rods thence East thence South on the south side of Walnut Street in said subdivision of the City of Lawrence, thence East to the place of beginning, in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with the appurtenances therunto 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

Four hundred thirty five and no/100 (\$435.00) Dollars,

on the tenth day of April A. D. 1923, with interest thereon at the rate of eight per cent per annum, payable semi-annually on the first days of October and April 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

coupon interest notes hereto 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 place of said premises, 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 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 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 \$..... 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 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 parties of the first part have hereunto set their hands, the day and year first above written.

William Hill
Bessie Hill

STATE OF KANSAS, } ss:
County of Douglas

On this 10th day of April A. D. 1923, before me, the undersigned, a Notary Public in and for said County and State, personally appeared William Hill & Bessie Hill

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 15th day of June A. D. 1923 at 3:10 o'clock P.M.

J. C. Williamson Register of Deeds.
Deputy.

Recorded May 26 1924
J. C. Williamson
Register of Deeds