MORTGAGE RECORD

This Indenture, Made this Fifteenth day of October A. D. 1923 between Harry O. Westergren, a single man

of the County of Douglas and State of Kansas party 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 Six Hundred and no/100 ($600.00) Dollars, in hand paid, the receipt whereof is hereby acknowledged, does 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: Lots Sixty-one (61) Sixty-three (63) Sixty-five (65) on Delaware Street, also, Commencing at a point on Lot One (1) of Section Thirty-one (31) Township Twelve (12) Range Twenty (20) One hundred and seventeen feet east of the North West corner of Lot Sixty-one (61) on Delaware Street in the City of Lawrence, thence running south One Hundred feet, thence west eighty feet and one half foot, thence north one hundred fifty feet, thence east eighty-one and one half feet to the place of beginning all in the city of Lawrence, in 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 of the first part hereby covenant that at the delivery hereof he is lawfully seized of said premises and has good right to convey the same; that said premises are free and clear of all incumbrances; and that he 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 Six Hundred and no/100 ($600.00) Dollars, on the day of July A. D. 1926, with interest thereon at the rate of seven per cent per annum, payable semi-annually on the fifteenth days of April and October 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 ~~place~~ office 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 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 $ 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 party of the first part has hereunto set his hand the day and year first above written.

Harry O. Westergren

(Seal)

STATE OF KANSAS, } ss:
County of Kansas

On this 15th day of October A. D. 1923 before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harry O. Westergren to me known to be the same person named in and who executed the foregoing instrument, and acknowledged that executed the same as his 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.

L. S.

D. C. Stevenson
Notary Public

My Commission expires Oct 18-1924

Filed for Record on the 30 day of October A. D. 1923 at 1:35 o'clock P. M.

Dal E. Wellman, Register of Deeds.

, Deputy.

The following is endorsed on the original instrument:

Mortgage is hereby released and cancelled this 26 day of September A. D. 1925

Farmers State Savings Bank
J. C. Stevenson V.P.

Sept. 29 1925

Dal E. Wellman
Register of Deeds

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