

MORTGAGE RECORD

A. D. 1923, between
 wife
 ate and Savings Bank, a

Dollars,
 party of the second part,
 to-wit:
 (183)

right of homestead and
 the... of the first part
 convey the same; that said
 full claims of all persons

nd part, its successors or

Dollars,
 per cent per annum,
 in each year,
 e, and on said principal
 coupon interest notes
 part or its order at the
 e, which note represents
 all and singular the cove-
 nant, otherwise to remain

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
 lings in good repair and
 its 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-
 gins, shall be entitled to
 aid premises, which are
 nd may proceed to fore-
 re and not in parcels.
 the day and year

in and for said County
 executed the

P.M.
 Register of Deeds.
 Deputy.

Recorded Nov. 12 " 1924
 Doc. E. McManus
 Register of Deeds
 The National and Western
 By J. McManus
 Register of Deeds
 For Assignment, see Book 65 Page 120.

This Indenture Made this sixteenth day of August A. D. 1923, between
Allice Bill and W. W. Bill
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
thirteen hundred and no/100 (\$1300.00) 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:

The West Thirty-seven (37) feet of Lot Number
One Hundred Thirty-Nine (139) and hereinafter
Street in the City of Lawrence, 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 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 thirteen hundred and no/100 (\$1300.00) Dollars,

on the sixteenth day of August A. D. 1923, with interest thereon at the rate of six (6) per cent per annum,
 payable semi-annually on the sixteenth days of February and August 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 coupon interest notes
 hereto 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 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 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 \$..... 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 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 the day and year
 first above written.

Allice Bill
W. W. Bill

STATE OF KANSAS,
 County of Douglas } ss:

On this 16 day of August A. D. 1923, before me, the undersigned, a Notary Public in and for said County
 and State, personally appeared Allice Bill and W. W. Bill, her husband
 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
13 day of Dec. A. D. 1923 at 11:15 o'clock P.M.
J. E. McManus, Register of Deeds,
 Deputy.