

MORTGAGE.

State of Kansas.

This mortgage made this twenty first day of January in the year of our Lord, one thousand nine hundred and twenty one by and between Fred S. Williams and Daisy Williams, his wife, of the County of Douglas and State of Kansas, parties, of the first part and Commerce Trust Company, a corporation organized and existing under the laws of the State of Missouri, of the County of Jackson and State of Missouri, party of the second part,

Witnesseth;

That said parties of the first part, for and in consideration of the sum of Fifty five Hundred and no/100 Dollars (\$5500.00) to them in hand paid by the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all that parcel, piece or lot of land, with the buildings and improvements now thereon or that may hereafter be reected thereon, situate, lying and being in the County of Douglas State of Kansas, to wit:

All of Lot numbered one hundred fifteen (115) Kentucky Street in the city of Lawrence, Kansas County, Kansas.

To have and to hold the same and all estate therein, together withall the rights, privileges, hereditaments and appurtenances thereunto belonging unto the said party of the second part and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions to wit:

Whereas the said Fred S. Williams and Daisy Williams being justly indebted to said party of the second part in the sum of Fifty five hundred and no/100 dollars, (\$5500.00) gold coin, lawful money of the United States of America, for money borrowed and secured to be paid by one certain note or obligation bearing even date herewith, conditioned for payment at the office of said Commerce Trust Company in said Kansas City, Missouri, in New York Exchange, payable as follows: One hundred Sixty five & no/100 Dollars (\$165.00) on the first day of December 1921 and One hundred sixty five and no/100 Dollars (\$165.00) at the end of each six months thereafter up to and including June 1st, 1936, on which day the remaining unpaid amount of the principal shall be due and payable; also interest upon said principal sum to be computed from the day of the date hereof (in all such computations due credit to be taken for all payments upon the principal of this note theretofore made); at and after the rate of seven per centum per annum payable semi-annually on the first day of every June and December from and after the date hereof until the principal sum shall be paid; it being expressly agreed that the whole of said principal sum shall, at the option of the holder of said note, become due and payable at once, after default in the payment of any installment of either principal or interest when due or default in the payment of taxes, assessments or in procuring insurance or delivering the policies of insurance or paying the premiums therefor as hereinafter provided. The privilege is given to pay the whole debt on June 1st, 1924, or on any interest paying date thereafter, on giving sixty (60) days' prior written notice. Both Principal and interest shall bear interest after maturity at the rate of eight per cent (8%) per annum; and

Whereas the said parties of the first part have agreed and do by these presents covenant and agree with said party of the second part, its successors and assigns to pay forthwith all taxes, assessments and public charges, general and special now existing against said land and improvements and to pay at the time when the same are by law made due and payable all taxes, assessments and public charges, general and special, hereafter levied or assessed thereon; to furnish and leave with the said party of the second part, during the existence of said loan, abstracts of title to said land, and to keep said land and improvements free from all lien claims of every kind, and to protect the title to said premises so that this mortgage shall be a first lien thereon until said debt be paid, or if the property be foreclosed and sold, so that the purchaser as such sale shall acquire a good title in fee simple to said premises, free and clear of all encumbrances; and

Whereas said parties of the first part have agreed, and do by these presents covenant and agree with said party of the second part, its successors and assigns that the whole of said principal sum shall become due at the option of said party of the second part, its successors or assigns, after default in payment of interest or after default in the payment of any tax, assessment or public charge against said premises after the same are by law made due and payable, or after default in the payment of any installment of said note, or immediately upon actual or threatened demolition or removal of any building erected on said premises, and

Whereas said parties of the first part have agreed and do by these presents covenant and agree with said party of the second part, its successors or assigns, to keep the buildings on said premises constantly insured for the benefit of said party of the second part, its successors or assigns, against loss by fire and tornado, in such manner and in such companies and for such amounts as may be satisfactory to said party of the second part, its successors or assigns until the debt and all interest thereon, hereby secured, is fully paid, and to keep such policies constantly assigned and pledged to said party of the second part, its successors or assigns, and delivered to it, at its office in Kansas City, Missouri, and to deliver renewals thereof to said Trust Company in Kansas City, Missouri, ten (10) days in advance of the expiration of any such policies, stamped "Paid" by the agent or company issuing the same. In the event the parties of the first part, their heirs,

The following is a copy of the original instrument:

Commerce Trust Co. Sec. Book 62 Page 71
 Mortgage made this twenty first day of January in the year of our Lord, one thousand nine hundred and twenty one by and between Fred S. Williams and Daisy Williams, his wife, of the County of Douglas and State of Kansas, parties, of the first part and Commerce Trust Company, a corporation organized and existing under the laws of the State of Missouri, of the County of Jackson and State of Missouri, party of the second part,
 Witnesseth;
 That said parties of the first part, for and in consideration of the sum of Fifty five Hundred and no/100 Dollars (\$5500.00) to them in hand paid by the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all that parcel, piece or lot of land, with the buildings and improvements now thereon or that may hereafter be reected thereon, situate, lying and being in the County of Douglas State of Kansas, to wit:
 All of Lot numbered one hundred fifteen (115) Kentucky Street in the city of Lawrence, Kansas County, Kansas.
 To have and to hold the same and all estate therein, together withall the rights, privileges, hereditaments and appurtenances thereunto belonging unto the said party of the second part and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions to wit:
 Whereas the said Fred S. Williams and Daisy Williams being justly indebted to said party of the second part in the sum of Fifty five hundred and no/100 dollars, (\$5500.00) gold coin, lawful money of the United States of America, for money borrowed and secured to be paid by one certain note or obligation bearing even date herewith, conditioned for payment at the office of said Commerce Trust Company in said Kansas City, Missouri, in New York Exchange, payable as follows: One hundred Sixty five & no/100 Dollars (\$165.00) on the first day of December 1921 and One hundred sixty five and no/100 Dollars (\$165.00) at the end of each six months thereafter up to and including June 1st, 1936, on which day the remaining unpaid amount of the principal shall be due and payable; also interest upon said principal sum to be computed from the day of the date hereof (in all such computations due credit to be taken for all payments upon the principal of this note theretofore made); at and after the rate of seven per centum per annum payable semi-annually on the first day of every June and December from and after the date hereof until the principal sum shall be paid; it being expressly agreed that the whole of said principal sum shall, at the option of the holder of said note, become due and payable at once, after default in the payment of any installment of either principal or interest when due or default in the payment of taxes, assessments or in procuring insurance or delivering the policies of insurance or paying the premiums therefor as hereinafter provided. The privilege is given to pay the whole debt on June 1st, 1924, or on any interest paying date thereafter, on giving sixty (60) days' prior written notice. Both Principal and interest shall bear interest after maturity at the rate of eight per cent (8%) per annum; and
 Whereas the said parties of the first part have agreed and do by these presents covenant and agree with said party of the second part, its successors and assigns to pay forthwith all taxes, assessments and public charges, general and special now existing against said land and improvements and to pay at the time when the same are by law made due and payable all taxes, assessments and public charges, general and special, hereafter levied or assessed thereon; to furnish and leave with the said party of the second part, during the existence of said loan, abstracts of title to said land, and to keep said land and improvements free from all lien claims of every kind, and to protect the title to said premises so that this mortgage shall be a first lien thereon until said debt be paid, or if the property be foreclosed and sold, so that the purchaser as such sale shall acquire a good title in fee simple to said premises, free and clear of all encumbrances; and
 Whereas said parties of the first part have agreed, and do by these presents covenant and agree with said party of the second part, its successors and assigns that the whole of said principal sum shall become due at the option of said party of the second part, its successors or assigns, after default in payment of interest or after default in the payment of any tax, assessment or public charge against said premises after the same are by law made due and payable, or after default in the payment of any installment of said note, or immediately upon actual or threatened demolition or removal of any building erected on said premises, and
 Whereas said parties of the first part have agreed and do by these presents covenant and agree with said party of the second part, its successors or assigns, to keep the buildings on said premises constantly insured for the benefit of said party of the second part, its successors or assigns, against loss by fire and tornado, in such manner and in such companies and for such amounts as may be satisfactory to said party of the second part, its successors or assigns until the debt and all interest thereon, hereby secured, is fully paid, and to keep such policies constantly assigned and pledged to said party of the second part, its successors or assigns, and delivered to it, at its office in Kansas City, Missouri, and to deliver renewals thereof to said Trust Company in Kansas City, Missouri, ten (10) days in advance of the expiration of any such policies, stamped "Paid" by the agent or company issuing the same. In the event the parties of the first part, their heirs,

Disposition of proceeds of sale to be held in trust.

Change of title.

Option to pay by installments.

Release mortgage.

Deed to be recorded.