

To have and to hold the same, with all the appurtenances thereunto belonging, unto the said second party, its heirs, assigns or successors, forever; and the said first parties do hereby covenant and agree, that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefensible estate of inheritance herein, free from all encumbrances, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

Provided, always, and these presents are upon this express condition, that whereas, the said first parties are justly indebted unto said Warren Mortgage Company in the principal sum of Four Thousand Dollars, lawful money of the United States of America, being for a loan thereof on the day and date hereof, made by the said Warren Mortgage Company to the said parties and secured by one certain promissory note bearing even date herewith, payable to said Warren Mortgage Company, or order, with interest at the rate of six per cent per annum from September 1, 1921 until fully paid; interest to be paid as stated in the principal note, as specified by interest notes or coupons or even dates herewith attached to said principal note, principal and interest payable at The Fourth Atlantic National Bank of Boston, Boston, Massachusetts, or at such place as the legal holder may in writing designate.

Now, if said first parties shall pay or cause to be paid the said sum of money, with interest thereon, according to the terms of said note and pay off, remove and discharge all prior liens and encumbrances existing, or that may hereafter arise, then these presents shall be void. But if said sum of money, or any interest on it, is not paid when due and payable, or if all taxes or assessments levied against said property are not paid when the same are due and payable, or if default be made in the agreement to keep said property insured as hereinafter set forth, or to pay off, remove and discharge all prior liens and encumbrances, then, in any of these cases, the said principal and each, all and every one of said coupons or interest notes, with the interest thereon, shall and by this indenture do immediately become due and payable at the option of the second party, its assigns or successors to be at any time hereafter exercised without notice to the said first parties. But the legal holder of this mortgage may, at his option, pay said taxes, assessments or charges for insurance, and any prior or outstanding lien or encumbrance, so due and payable which the mortgagor or assigns shall neglect or refuse to pay, as herein set forth, and charge them against the said first parties and the amounts so charged, together with interest at the rate of ten per cent per annum, payable as stated in the principal note, shall be an additional lien upon the said mortgage property, and the said mortgagee, its heirs, assigns or successors, may immediately cause this mortgage to be foreclosed, and shall be entitled to the immediate possession of said premises and of the rents, issues and profits thereof.

Said parties further agree that when this mortgage is fully paid off and satisfied, and a release given by the holder of the same, they will pay for the recording of such release. It is hereby further agreed that the principal note shall bear interest after the same shall become due and payable, either by maturity or as hereinbefore specified, at the rate of ten per cent per annum, payable as stated in the principal note, said interest to be computed upon the amount then remaining due and unpaid upon said notes, from said date until the same shall be actually paid.

And the said first parties hereby waive all stay, valuation homestead or appraisal laws of the State of Kansas.

In testimony whereof, the said first parties have hereunto set their hands the day and year first above written.

Signed, sealed and delivered in the presence of;

Leonard Ice,
Rosa C. Ice,

Hugh Blair.

State of Kansas, Douglas County, ss.

I hereby certify, that on this, the 27th day of August A.D. 1921, before me, the undersigned, a Notary Public in and for said County and State, came Leonard Ice and Rosa C. Ice personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires 28th Decr. 1921.

(L.S.)

Hugh Blair,
Notary Public.

Recorded Aug. 27, 1921,
At 10:25 o'clock A.M.

Estelle Northrup
Register of Deeds,
James H. H. H.
Deputy.

MORTGAGE.

This indenture, Made this 1st day of July in the year of our Lord nineteen hundred and twenty one between Stella H. Stubbs and W. R. Stubbs, her husband in the County of Douglas and State of Kansas of the first part, and The Lawrence National Bank of Lawrence Kansas of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of Ten thousand Dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part its successors and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to wit:

Beginning at the S.E. Corner of the NW^{1/4} of Sec. 36, Twp 12, Range 19 thence West 16.50 chains thence North 6 $\frac{1}{2}$ degrees East, 12.67 chains thence East 8.96 chains, thence South ninety-one-hundredths chains, thence East 5.67 chains, thence North Ninety-one-hundredths chains, thence East 2.57 chains, thence South 12.75 chains to the place of beginning less two acres in the southeast corner, sold to Wesley Duncan the same being 23 rods North and South, and 11.42 rods East and West; containing 19 $\frac{1}{2}$ acres more or less; also a right of