

by authorize the said bank, at its option to take charge of said property, collect and receipt for all rents and income, and apply the same on all payments, insurance premiums, taxes assessments, repairs or improvements necessary to keep the property in tenable condition, or other charges provided for in said note, provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance collect rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness, and not obligatory upon him.

Witness our hands this First day of May 1922.

Executed and delivered in presence of
Geo W. Kuhne

Chris N. Peterson
Mary C. Peterson

I. J. Meade

State of Kansas }
Douglas County } ss.

On this 22 day of May 1922 before the undersigned Notary Public, in and for said County and State, personally came Chris N. Peterson and Mary C. Peterson, his wife to me known to be the same persons described in and who executed the foregoing instrument, and acknowledged the execution of the same.

Witness my hand and notarial seal.

(L.S.)

Recorded May 22, 1922,
at 11:55 o'clock A.M.

Geo. W. Kuhne

Notary public.

My commission expires Jan 25, 1926.

Edith Northrup Duffell
Register of Deeds

MORTGAGE.

This Indenture, Made this tenth day of May, A.D. 1922, between A.R. Kennedy, as Guardian of the Estate of Ruth Kennedy, Jack Kennedy, Kennard Kennedy, Theodore Kennedy and Jane Kennedy, minors, of Douglas County, Kansas, party of the first part, and The Farmers State and Savings Bank of Lawrence, Kansas, party of the second part:

Witnesseth, that on May 10th, 1922, in the Probate Court of Douglas County, Kansas, in the matter of the estate of Ruth Kennedy, Jack Kennedy, Kennard Kennedy, Theodore Kennedy and Jane Kennedy, minors, at a hearing duly and legally held, an order was made authorizing and directing A.R. Kennedy, Guardian of said minors, to borrow the sum of Two Thousand Two Hundred and Fifty Dollars for a period of Three years from the date of the note to be executed, with interest thereon at six per cent per annum payable semi-annually, reserving the privilege of paying \$100.00 or any multiple thereof at any interest paying date prior to maturity, and to secure the payment of said note, to make, execute, acknowledge and deliver, as such Guardian, a mortgage on the undivided one-half interest of said minors in and to the real estate hereinafter described,

Now Therefore, in consideration of the sum of Two Thousand and Two Hundred Fifty (\$2,250.00) Dollars to him in hand paid, and by virtue of the powers in him vested by law and the aforesaid orders of said Court, the party of the first part, as guardian as aforesaid, do hereby grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, the undivided one-half interest in and to The North Half (½) of Park Lot No. Twenty-Six (26), in the city of Lawrence, Kansas, to have and to hold the same, with the appurtenances, unto the said party of the second part, its successors or assigns, forever, and the said party of the first part does hereby covenant and agree that he has in all things observed the orders and requirements of the court aforesaid, and that he has good right and lawful authority to make this conveyance.

Provided However, That if the party of the first part, as guardian as aforesaid, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of Two Thousand Two Hundred Fifty (\$2,250.00) Dollars, on or before the tenth day of May, A.D. 1925, with interest thereon at the rate of six percent per annum, payable semi-annually tenth days of May and November in each year, 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 party of the first part and payable to the said party of the second part or its order, at its office in the city of Lawrence, Kansas, or such other place as the legal holder of the principal note may in writing designate, which said note represents an actual loan from the party of the second part to the party of the first part in accordance with the terms and provisions of the above mentioned order of the Probate Court of Douglas County Kansas, made May 10th 1922, 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 party of the second part, otherwise to remain in full force and effect.

The following is endorsed on the original instrument:

The note secured by this mortgage has been paid in full, and this mortgage is hereby released and canceled this 28 day of March, A.D. 1927.

Recorded March 27 - 1927

Geo. W. Kuhne
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