

And the said party of the first part, as guardian as aforesaid, does hereby covenant and agree to pay all taxes that may be levied and assessed against the minors' interest in said real property above described; to abstain from the commission of waste on said premises, to keep the buildings in good repair and insured to the amount of \$3000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to 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 and assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, at its option, and the amounts paid therefor, with interest from the date of payment at the rate of six 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 party of the first part, as guardian as aforesaid, does further covenant and agree that in case of default in payment of any installments 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 default, 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 moneys mentioned herein, and may proceed to foreclose this mortgage.

In Witness Whereof, The said party of the first part has hereto signed his name, this the 20th day of May, A.D. 1922.

Albert R. Kennedy
Guardian of the Estate of Ruth Kennedy,
Jack Kennedy, Kennard Kennedy, Theodore
Kennedy and Jane Kennedy, Minors.

State of Kansas }
Douglas County } SS.

Be it Remembered, That on this 20th day of May, A.D. 1922, before me, the undersigned, a Notary public in and for the County and State aforesaid, personally appeared A.R. Kennedy, as Guardian of the Estate of Ruth Kennedy, Jack Kennedy, Kennard Kennedy, Theodore Kennedy and Jane Kennedy, Minors, to me known to be the identical person named and who executed the above and foregoing mortgage as such guardian, and who duly acknowledged that he executed the same as such guardian for the purposes therein stated.

In Witness Whereof, I have hereto signed my name and affixed my notarial seal on the day and year last above written.

(L.S.)
My Commission expires Oct 18, 1924.

I.C. Stevenson
Notary public.

The above and foregoing mortgage, and the promissory note which it secures, have this day been submitted to and examined by the Probate Court of Douglas County, Kansas, and are approved.

Dated at Lawrence, Kansas, May 22nd A.D. 1922.

(L.S.)
Recorded May 22 1922
at 1:05 o'clock P.M.

L.H. Menger
Probate Judge.

Estelle Withers Duffie
Register of Deeds.

MORTGAGE.

This indenture, Made this First day of May in the year of our Lord nineteen hundred and Twenty Two by and between Minnie A. Taylor, a widow, of the County of Douglas and State of Kansas, party of the first part, and The Central Trust Company, party of the second part:

Witnesseth, that the said party of the first part, in consideration of the sum of Four Thousand Dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does by these presents Grant, Bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

The North eighty-five (85) Feet of Lot Numbered Seven (7) in Block Numbered Six (6) in Babcock's Addition to the City of Lawrence, except the South Ten (10) feet of the East Eighty (80) feet of the said North Eighty-five (85) feet of said Lot Numbered Seven (7) and the party of the first part hereby grants, bargains, sells and conveys unto the party of the second part, its successors and assigns, all of her right, title and interest to and in the said South Ten (10) feet of the East Eighty (80) feet of the said North Eighty-five (85) feet of the said Lot Numbered Seven (7), and said Ten (10) feet intended to be used as a driveway to garage.

To have and to hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does hereby covenant and agree that at the delivery hereof, she is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, always, and that presents are upon the following agreements, covenants and conditions, to wit:

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