

The following is recorded on the original instrument.
The note herein described having been paid in full, this mortgage is hereby
cancelled and the lien thereby created discharged.

A.D. 1925
Feb 6
The Citizens State Bank
Notary Public

Recorded - March 13, 1925
Joa E. Willman
Register of Deeds

BE IT REMEMBERED, That on this second day of February, 1923, before me, Court P. Allen, A Notary Public in and for said County and State, came Charles E. Varnum and Fannie A. Varnum, his wife, personally known to me to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.
My Commission expires July 1st, 1924.

(D. S.)

Recorded Feb. 6, 1923
At 2:35 O'clock P.M.

Court P. Allen
Notary Public For Grundy Co. Mo.
Joa E. Willman
Register of Deeds
Joa E. Willman
Deputy

M O R T G A G E

THIS INDENTURE, Made this first day of February, 1923 between Minnie A. Lawrence and Floyd L. Lawrence, her husband of Douglas County, in the State of Kansas of the first part, and The Citizens State Bank, of Lawrence, of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Twelve Hundred---(\$1200.00)---- DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant bargain sell and convey unto said party of the second part its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot number Fifty Eight (58) in THE FAIR GROUNDS ADDITION, AN ADDITION to the City of Lawrence, This mortgage and the first mortgage this day executed are purchase price mortgages, and represent more than two-thirds of the purchase price.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appurtenant forever:

PROVIDED ALWAYS, And these presents are upon this express condition, that where as said Minnie A. Lawrence and Floyd L. Lawrence have this day executed and delivered their certain promissory note to said party of the second part, for the sum of Twelve Hundred and no/100-----(\$1200.00)-----Dollars, bearing even date herewith payable at The Citizens State Bank of Lawrence Kansas Kansas, in equal installments of Forty---(\$ 40.00)----Dollars each, the first installment payable on the first day of March 1923, the second installment on the first day of April 1923 and one installment on the first days of each month thereafter, until the entire sum is fully paid .

Whereas, this mortgage is made subject to one first mortgage upon the above described real estate, for the sum of \$2000.00 with interest thereon at the rate of six per cent payable semi-annually, now if default shall be made in the payment of the amount secured by said first mortgage or any part thereof or of any interest thereon at the time it shall become due and payable according to the express terms of said mortgage, then the party of the second part or his assigns or the legal holder of this mortgage and the note secured hereby may at his option for the protection of this mortgage, make said payments of principal or interest, and the amount so paid shall be added to the amount secured by this mortgage and shall be secured hereby and shall draw interest at the rate of ten per cent from the time of such payment, and he may declare this mortgage and note due and payable at any time thereafter and shall be entitled to immediate possession of said premises and foreclosure of this mortgage.

And if default be made in the payment of any of the installments described in this mortgage and note when due, or any part thereof, then all unpaid installments shall become immediately due and payable at the option of the part of the second part or the legal holder of said note and shall draw interest at the rate of ten per cent per annum from the date of said note until fully paid. Appraisement waived at option of mortgagee.

Now if said Minnie A. Lawrence and Floyd L. Lawrence shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum of sums of money or any part thereof, or any interest thereon, is not paid when the same is due; and if taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon, shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part for themselves and their heirs, do hereby covenant to and with the said party of the second part, successors or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same that said premises are free and clear of all incumbrances, except as above stated and that they will and their heirs, executors and administrators shall forever warrant and defend the title of the said premises against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their