

hands the day and year first above written.

Minnie A Lawrence
Floyd L Lawrence

STATE OF KANSAS)
DOUGLAS COUNTY)SS.

BE IT REMEMBERED, That on this 3 day of Feb A.D. 1923 before me the undersigned, a Notary Public in and for said County and State, came Minnie A. Lawrence and Floyd L. Lawrence, her husband to me personally known to be the same person 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 on the day and year last above written.

(L. S.)

My Commission expires June 24, 1926

Recorded Feb. 7, 1923

At 2:50 O'clock P.M.

C. B. Hosford
Notary Public

Joe E. Willman
Register of Deeds

Joe E. Willman
Deputy

M O R T G A G E

THIS INDENTURE Made this 8th day of February in the year of our Lord One Thousand Nine Hundred and Twenty-three by and between Mary S. Learnard, single of Douglas County, State of Kansas first party and THE NEW ENGLAND SECURITIES COMPANY, A corporation organized and existing under the laws of the state of Kansas, second party.

WITNESSTH: The said first party, in consideration of Eleven thousand and no/100-----Dollars, the receipt of which by said first party is hereby acknowledged, does by these presents Grant, Bargain, Sell and Convey unto the said THE NEW ENGLAND SECURITIES COMPANY, its successors and assigns, forever, the following; described real estate, situated in Douglas County, State of Kansas, to-wit:

The Southeast quarter of Section twenty two (22) Township twelve (12) South Range nineteen (19) East of the sixth principal meridian, containing 160 acres more or less as shown by the United States Government Survey.

TO HAVE AND TO HOLD THE SAME, with all the hereditaments and appurtenances thereto belonging, for in anywise appertaining, forever. And the said first party hereby covenants and agrees to and with the second party, its successors and assigns, that at the delivery of these presents she is lawfully seized in her own right of an indeasible estate in fee simple absolute in the above described premises, and all the appurtenances thereto; that the same are free and clear of and from all former and other grants, estates and incumbrances of every kind and nature; and that she will forever Warrant and defend the title to said premises and the possession thereof unto said second party its successors and assigns, against the lawful claims of all persons whomsoever.

THESE PRESENTS, HOWEVER ARE MADE UPON THE FOLLOWING EXPRESS CONDITIONS:

WHEREAS, said Mary S. Learnard and Oscar E. Learnard have this day made and delivered to the said THE NEW ENGLAND SECURITIES COMPANY their certain Bond or Promissory Note for the sum of-----Eleven thousand and no/100-----Dollars payable on the first day of February A.D. 1923 and bearing interest at the rate of six per centum per annum, payable annually and evidenced by ten Coupons attached thereto. The said Bond and Coupons payable at the office of the said second party in Kansas City, Missouri, and each bearing interest after maturity at the rate of ten per centum per annum.

The said first party, however, reserving herein the right to pay one hundred dollars or multiple over that amount upon said bond or note, or the full amount thereof, on the day any of said coupons mature on or after February 1st, 1928 provided thirty days notice in writing is given to said second party that such payment will be made; and provided further, that in case such partial payments are so made no sum less than two hundred dollars of said bond shall at any time remain unpaid--the making of such partial payments operating to reduce the amount of the coupons maturing thereafter proportionately to the amount said bond is reduced.

And Whereas, it is herein agreed particularly as follows:

The said first party shall not suffer waste, nor permit the buildings, fences and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay before the same become delinquent, all taxes and assessments upon said premises, general or special, now existing or that may hereafter be levied, or chargeable against said indebtedness, or against this instrument by or within the State of Kansas and shall keep the buildings on said premises insured in a company, or companies, acceptable to said second party in the sum of at least--Five thousand and no/100--Dollars, and shall deliver to said second party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force, or hereafter issued thereon, and shall when re-

For class at 105-103

The Assignment See Book 104 Page 100

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for this Release