

mortgage.

If any of the payments in the above described note be not paid when due, or if part(y-ies) of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall wilfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell convey remove or permit to be removed from said premises any of said buildings or improvements or shall fail to keep and perform all and singular the covenants conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, part(y-ies) of the first part ha(s-ve) the privilege of paying any number of installment payments, or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

Witness the hand(s) and seal(s) of the part(y-ies) of the first part the day and year first above written.

George E. Samner
Maggie A. Samner.

State of Kansas)
County of Franklin ss.

Be It Remembered, That on this 21 day of November A. D. 1923, before us the undersigned a Notary Public within and for the County and State aforesaid, came George E. Samner and Maggie Samner, his wife, to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged execution of the same,

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

L.S.
My Commission expires May 21, 1927.

E. W. Snay
Notary Public.

From
Charles Montgomery & Wife.
To.
The Merchants Loan and Savings Bank.

State of Kansas, ss. Douglas County.
This instrument was filed for record on the 23rd day of Nov. A. D. 1923, at 9:05 o'clock A. M.

Geo. E. Williams
Register of Deeds.
Geo. E. Williams
Deputy.

MORTGAGE.

THIS INSTRUMENT, Made this First day of October, 1923 between Charles Montgomery and Florence Montgomery, husband and wife of Douglas County, in the State of Kansas of the first part, and The Merchants Loan and Savings Bank, of Lawrence Kansas, of Douglas county, in the State of Kansas, of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Seventeen Hundred and no/100 (\$1700.00) 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: That part of the north five (5) acres of the north fifteen (15) acres of the West nineteen (19) acres of the North-west quarter of the Southeast quarter of Section Six (6), Township Thirteen (13) Range Twenty (20), as follows: Beginning at a point on the east line of Barker Avenue, 145 feet 10 inches south of the north line of the Southeast quarter of Section Six (6), Township Thirteen (13), Range Twenty (20); thence east parallel with the north line of said quarter section to the west line of Learnard Ave., extended south; thence south 94 feet; thence west parallel with the north line of said quarter section to the east line of Barker Avenue; thence on the east line of Barker Avenue north 94 feet to place of beginning.

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

PROVIDED ALWAYS, and these presents are upon this express condition, that whereas said Charles Montgomery and Florence Montgomery have this day executed and delivered their certain promissory note to said party of the second part, for the sum of Seventeen Hundred Dollars, bearing even date herewith, payable at their office in Lawrence Kansas, Kansas, in equal installments of Fifty Dollars each, the first installment payable on the first day of November 1923, the second installment on the 1st day of December 1923, and one installment on the first days of each month, until the 30th month, then \$250.00 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 \$3500.00 with interest thereon at the rate of seven per cent. payable annually, now if default shall be made in the payment of the amount secured by said first mortgage on 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 one 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 party 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. Agreement waived at option of mortgagee.

Now if said Charles Montgomery and Florence Montgomery shall pay or cause to be paid to said party of the second part, its heirs 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 or sums of money, or any part thereof or any interest thereon, is not paid when the same is due; and if the 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 and agree with the said party of the second part, executors administrators or assigns, that they are

Merchants Loan and Savings Bank
Oct 23 1923
Geo. E. Williams
Register of Deeds

The following is a true and correct copy of the original instrument as presented and the lien thereby created discharged.
As witness my hand this 23rd day of October 1923.
Geo. E. Williams
Register of Deeds

For Certificate See Book 17 Page 44
Geo. E. Williams
Register of Deeds