

pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of the said mortgagee, in the sum of One Thousand five hundred Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest, costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above described premises, and shall bear interest at the rate of 12 per cent per annum. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part and all sums paid by the party of the second part for insurance, shall be due and payable or not, at the option of the party of the second part; and it shall be lawful for the party of the second part its executors administrators and assigns at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not at the option of the party of the second part its executors, administrators or assigns; and out of all moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said Lydia A. Schubert, heirs and assigns.

In Testimony Whereof, The said party of the first part hereunto set hand and seal the day and year first above written.  
Signed, sealed and delivered in Presence of  
Francis G. Huglos  
Rose W. Schubert.  
Lydia A. Schubert. (SEAL)

State of Kansas. ss.  
County of-----

Be It Remembered, That on this 21 day of December A.D. 1923 before me H.A. Schubert a Notary Public in and for said County and State came Lydia A. Schubert to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.  
L.S.S.  
My Commission expires 4-21-1927.

FIRST MORTGAGE. State of Kansas, Douglas County SS.

From  
-John N. Johnson et al.  
To  
-Liberty Life Insurance Company.

This instrument was filed for record on the 23th day of Dec. A.D. 1923. At 10:20 A.M.  
Jas E. Neumann  
Register of Deeds.

BY - Jas E. Neumann

This Indenture, Made this twenty eighth day of December in the year of our Lord nine teen hundred and twenty three between John N. Johnson and Anna C. Johnson husband and wife (being of lawful age) of the County of Douglas and State of Kansas. of the first part, and The Liberty Life Insurance Company of Topeka Kansas, of the second part;

Witnesseth, That the parties of the first part, in consideration of the sum of \$7000. Seven Thousand Dollars to them in hand paid the receipt whereof is hereby acknowledged, have sold, and by these presents do grant, bargain sell and convey to the said party of the second part, its successors heirs, and assigns forever, the following tract, or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit: The Southhalf of Lot No One Hundred and seventy one (171) and all of lot no one hundred and seventy three (173) on Tennessee Street in the City of Lawrence, Kansas according to the original plat thereof with the appurtenances and all the estate, title and interest of the said parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances; that they have good right to sell and convey said premises and that they will warrant and defend the same against the lawful claims of all persons.

This Grant is Intended as A Mortgage to Secure the Payment of The Sum of \$7000. Seven Thousand Dollars and interest thereon according to the terms of a certain mortgage note with interest notes attached thereto; this day executed by the said Parties of the first part payable to The Liberty Life Insurance Co., or order, at the office of The Liberty Life Insurance Co., Topeka Kansas with interest payable semi-annually on the first day of January and July in each year. The Parties of the first part agree that they will pay all taxes and assessments upon said premises before they shall become delinquent and they will keep the buildings on said property insured for \$7000. in some approved Insurance Company payable in case of loss, to the mortgagee or assigns and deliver the policy to the mortgagee as collateral security thereto.

Now, If such payments be made as herein specified this conveyance shall be void, and shall be released upon demand of the parties of the first part. But if default be made in the payment of said principal sum or any part thereof, or any interest thereon, or of said taxes or assessments as provided or if default be made in the agreement to insure, then this conveyance shall become absolute and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, and in case of such default of any sum covenanted to be paid, for the period of ten days, after the same becomes due, the said first parties agree to pay to said second party or its assigns interest at the rate of ten per cent per annum, computed semi-annually on said principal note, from date thereof to the time when the money shall be actually paid and any payments made on account of interest shall be credited in said computation, so that the total amount of interest collected shall be and not exceed the legal rate of ten per cent per annum, but the party of the second part may pay any unpaid taxes charged against said property, or insure said property if default be made in keeping up insurance and may recover for all such payments, with interest at ten per cent per annum in any suit for foreclosure of this mortgage, and it shall be lawful for the party of the second part its executors, administrators or assigns, at any time thereafter to sell the premises hereby granted or any part thereof, in the manner prescribed by law, Appraisement Waived or not at the option of the party of the second part, and out of the moneys arising from such sale to retain the amount then due or to become due, according to the conditions of this instrument and interest at ten per cent per annum from the time of said default until paid, together with the costs and charges of making such sale, to be taxed as other costs in the suit.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

John N. Johnson. (SEAL)  
Anna C. Johnson (SEAL)

15th June 28 - 1923  
Jas E. Neumann  
Register of Deeds  
Filed for record on the 23th day of Dec. A.D. 1923. At 10:20 A.M.  
Jas E. Neumann  
Register of Deeds  
The following is endorsed on the original instrument  
The note herein described having been paid in full, this mortgage is hereby  
discharged and the lien thereby created discharged.  
25th day of Dec. A.D. 1923  
Jas E. Neumann  
Register of Deeds