

State of America, being for a loan thereof made by the said party of the second part to the parties of the first part and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, this day executed and delivered by the said parties of the first part being date January 29th, 1924 payable to the order of the said Z. T. Remick, Trustee, Five years after date at Peoples State Bank, Lawrence, Kansas, with interest thereon from date until maturity at the rate of six per cent per annum, maturity the installments of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith and payable to the order of said Z. T. Remick trustee at Peoples State Bank Lawrence Kansas.

Second, said parties of the first part hereby agree to pay all taxes and assessments later specified; and if not so paid the said party of the second part or the legal holder or holders of this mortgage may without notice declare the whole sum of money herein secured due and payable at once or may elect to pay such taxes assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 10 per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes assessments or insurance premiums, or not it is distinctly understood that the legal holders or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof. Third, said parties of the first part hereby agree to keep all buildings, fixtures and other improvements on said premises in good repair and to replace or rebuild the same as they may be damaged or destroyed. Fourth, said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage to the amount of not less than three thousand Dollars, loss if any payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive the payment of said note, together with the costs and expenses incurred in collecting said insurance or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part or the legal holder or holders of said note, may deliver said policy to said parties of the first part and require the collection of the same and payment made of the proceeds as last above mentioned.

Fifth, said parties of the first part hereby agree that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest according to the tenor and effect of said note and coupons, when the same becomes due or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice. The foregoing conditions being performed this covenant to be void; otherwise of full force and virtue.

Sixth, in case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said parties agree to pay to the said second party and his assigns, interest at the rate of 10 per cent per annum, computed annually on said principal note, from the date thereof to the time when the money shall be actually paid. 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 10 per cent per annum.

In Testimony Whereof, The said parties of the first part have hereunto subscribe our name and affix our seal on the day and year above mentioned.

Executed and delivered in presence of-----

Glen E. Miller (SEAL)  
Ethel Miller (SEAL)

State of Kansas, Douglas County, SS.

Be It Remembered, That on this 29th day of January A.D. nineteen hundred and twenty four, before me, the undersigned, a Notary Public in and for said County and State, came--Glen E. Miller and Ethel Miller, his wife--who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires September 15th, 1925.

L.S.

E. J. Hilkey, Notary Public.  
Douglas County, Kansas.

ASSIGNMENT.

From G. Keefer  
To Anna Hess.

State of Kansas, Douglas County, ss;  
This instrument was filed for record on 31st day of January, A.D. 1924, at 9:55 A.M.

Joe E. Wellman  
Register of Deeds.  
Deputy.

For value Received, I hereby sell, transfer and assign to Anna Hess of Lawrence, Kansas, all my right title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Sarah Washington and R. P. Washington her husband, which mortgage is recorded in Book 53, of Mortgages, Page 282, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have set my hand this 18th day of January 1916.

State of Illinois  
County of Clinton

G. Keefer.

Be It Remembered, That on this 18th day of January, 1916, before me, a Notary Public in and for said County and State, came G. Keefer 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 the day and year last above written.

John C. Lampen.  
Notary Public.

L.S.  
My Commission expires;  
Feb. 4th 1919.

*Handwritten notes in right margin:*  
This is a copy of the original instrument as filed in the office of the Register of Deeds, Douglas County, Kansas, on the 31st day of January, A.D. 1924, at 9:55 A.M. The original instrument is a mortgage deed executed by Glen E. Miller and Ethel Miller, his wife, on the 29th day of January, A.D. 1924, in favor of the Peoples State Bank, Lawrence, Kansas. The mortgage is for the sum of \$10,000.00, with interest at the rate of 6% per annum. The mortgage is secured by a first mortgage on the premises described in the instrument. The instrument is recorded in Book 53, of Mortgages, Page 282, in the office of the Register of Deeds, Douglas County, Kansas.