

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 the 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 period after five years from the date hereof, part (y-ies) of the first part (a-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.

W.H. Davis.

State of Kansas, ss.
County of Douglas.

Be It Remembered, That on this 19th day of April A.D. 1924 Before the undersigned, a Notary Public within and for the County and State aforesaid, came W.H. Davis, a widower to me personally known to be the same person (s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

A.F. Flinn
Notary Public

L.S.
My Commission expires April 10, 1927.

MORTGAGE

State of Kansas, Douglas County, ss.
This Instrument was filed for record on the 26 day of April at 1:55, 1924.

By *Joe Wellman* Register of Deeds
By *Joe Wellman* Deputy

From W D Briscoe et al
To W A Simon

This Indenture made this 23rd day of April in the year of our Lord one thousand nine hundred and twenty four by and between W D Briscoe and Laura B Briscoe his wife of the county of Douglas and State of Kansas parties of the first part and W A Simon party of the second part:

Witnesseth that the said parties of the first part for and in consideration of the sum of Twenty five hundred Dollars to them in hand paid by the party of the second part, the receipt whereof is hereby acknowledged have granted bargained and sold and by these presents do grant bargain sell convey and confirm unto said party of the second part and to his heirs and assigns forever all of the following described tract piece or parcel of land lying, situate in the County of Douglas and State of Kansas, to wit: Lot numbered Five (5) in Block Numbered twenty seven (27) in Quivera Place an addition to the city of Lawrence.

To have and to hold the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining and all rights of homestead exemption unto the said party of the second part and to his heirs and assigns forever And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns forever against the lawful claims of all persons whomsoever.

Provided Always and this Instrument is made executed and delivered upon the following conditions, to-wit:

First, said first parties are justly indebted unto the said party of the second part in the principal sum of twenty five hundred dollars lawful money of the United States of America being for a loan thereof made by the said party of the second part to the said first parties and payable according to the tenor and effect of one certain first mortgage real estate note this day executed and delivered by the said first parties bearing date April 23rd 1924 payable to the order of the said W A Simon May last after date at Peoples State Bank Lawrence Kansas with interest thereon from date until maturity at the rate of six per cent per annum payable semi-annually on the first days of May and November in each year and 10 per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to said principal note and of overdraft therewith and payable to the order of said W A Simon at Peoples State Bank Lawrence Kansas.

Second, said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due and insurance premiums for the amount of insurance hereafter 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 holder or holders hereof may immediately cause this mortgage to be foreclosed and shall be entitled to immediate possession of the premises and rents and profits thereof.

Third, said parties of the first part hereby agree to keep all buildings fences and other improvements upon said premises in as good repair and condition as the same are in at this date and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth said parties of the first part hereby agree to procure and maintain policies of fire & tornado 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 less 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 any and all moneys which may at any time become payable and receivable thereon and apply the same when received to 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

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The following was referred to the engineer's instrument. Remanded May 16, 1928. Remanding agreement was payment of the note by the party of the first part. The following was referred to the engineer's instrument. Remanded May 16, 1928. Remanding agreement was payment of the note by the party of the first part. The following was referred to the engineer's instrument. Remanded May 16, 1928. Remanding agreement was payment of the note by the party of the first part.

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