

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 first parties and payable according to the tenor and effect of One certain First Mortgage Real Estate Note, made and executed and delivered by the said first parties bearing date July 5th 1924 payable to the order of the said second party five years rate of six per cent per annum payable semi-annually, on the 5th days of January and July 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 even date therewith, and payable to the order of said second party 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 the rents issues 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 insurance on the buildings erected and to be erected upon the premises in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of ---Three Thousand Dollars--- loss if any payable to the Mortgage 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 agree that if the makers 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 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 subscribed their names on the day and year above mentioned.

Executed and delivered in presence of -

John T. Skinner (SEAL)
Emily Skinner (SEAL)

State of Kansas, Douglas County, SS;

Be Remembered That on this fifth day of July A.D. nineteen hundred and twenty-four, before me, the undersigned a Notary Public in and for said County and State, came --John T. Skinner and Emily Skinner, his wife, who are personally known to me to be the identical person subscribed 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 hand and affixed my official seal on the day and year last above written.

L.S.

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

My Commission expires September 15th 1926.

(The following is endorsed on original instrument, recorded in Book 55, Page 354)

From Farmers Loan & Trust Company

To Farmers State & Savings Bank.

State of Kansas County of Douglas, ss;
This instrument was filed for record on the 9th day of July A.D. 1924 at 4:05 PM.

John C. Melman
Register of Deeds.

BY: John C. Melman Deputy.

KNOWN ALL MEN BY THESE PRESENTS, THAT--

Douglas County, in the State of Kansas, the within named mortgagee in consideration of Four Hundred and no/100 Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, transfer set over and convey unto The Farmers State & Savings Bank of Lawrence, Kansas, heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein

This instrument is given by the mortgagee to the mortgagee in consideration of the sum of \$400.00 and is subject to the lien of the mortgagee in the sum of \$400.00. The mortgagee in the sum of \$400.00 is hereby acknowledged by the mortgagee in the sum of \$400.00.

This instrument was written on the original mortgage and entered this 5th day of July 1924.