presents, grant, bargain, sell and convey unto said party of the second part, his heirs and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to-wit;

Lot 183, Kentucky Street, Lawrence, Kansas.

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 ---J.W. Gorbutt and Alice Gorbutt, his wife, have this day executed and delivered a certain promissory note to said party of the second part, for the sum of --Four Thousand & No/100 ($4000.00) Dollars---- bearing even date herewith payable at Watkins National Bank, Lawrence, Kans--, Kansas, in equal installments of ---One Hundred & NO/100 ($100.00) Dollars--- each, the first installment payable on the 1st day of March 1925, the second installment on the 1st day of April 1925 and one installment on the 1st days of each month thereafter 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 $500.00 with interest thereon at the rate of six per cent payable semi-annually now if default shall be made in the payment of the amount secured by said first mortgage or 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 upon 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. Appraisement waived at option of mortgagee.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part, his 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 aniounts 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 to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except a first mortgage of Fifty-five Hundred Dollars ----($5500.00) -- and that they will and their heirs executors and administrators shall, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

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

Attest:

J. W. Gorbutt
Alice Gorbutt.

State of Kansas, Douglas County, ss:

Be It Remembered That on this 7th day of February A.D.1925 before me the undersigned a Notary Public, in and for said county and State came J.W. Gorbutt and Alice Gorbutt his wife to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

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

Bernice E. Jones.
Notary Public.

L.S.
My Commission expires December 23 1925.

ASSIGNMENT.

From
Citizens State Bank.
To
Merchants Loan & Savings Bank.

State of Kansas, Douglas County, ss/
This instrument was filed for record Feb. 7, A.D. 1925. At 3:10 P.M.
Joe E. Wellman
Register of Deeds.
By Joe Wellman Deputy.

For Value Received, we hereby sell, transfer and assign to Merchants Loan & Savings Bank all our right title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by F.M. Rhodes and Lizzie B. Rhodes his wife to Citizens State Bank, which mortgage is recorded in book 60 of Mortgages, page 555 in the office of the Register of Deeds in Douglas County Kansas.

In Witness Whereof, I have set my hand this 4th day of February 1925.

Citizens State Bank.
By A.F. McClanahan
Vice President.

State of Kansas }
County of Douglas } ss.

Be It Remembered, That on this 4th day of February 1925 before me, a Notary Public in and for said county and State came A.F. McClanahan, Vice President of the Citizens State Bank 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.

Jane Sheets.
Notary Public.

L.S.
My Commission expires Sept. 12, 1927.

FRONT

Recorded June 5 1928
Joe E. Wellman
Register of Deeds
Gilbert K. Simon
Thos. Warne Simon

The following is endorsed on the original instrument.
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this First day of June A.D. 1928
John E. Greene Jr.
Attest: