

THE FOLLOWING IS A SUMMARY OF THE MATTER RECORDED ON THE 19th day of March, 1928

Received of Charles E. Simmons and Della F. Howard the sum of Twenty Five Hundred Dollars to roll over to Charles E. Simmons and Della F. Howard the sum of Twenty Five Hundred Dollars in full satisfaction of the within Mortgage.

Recorded Oct. 3, 1928

Paul C. Williams
Register of Deeds

presents do grant, bargain, sell and convey unto the said parties of the second part, and to their heirs and assigns forever, all of the following described tract, piece, and parcel, of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lot Nine (9) and Eleven (11), Connecticut Street, in the City of Lawrence.

TO HAVE AND TO HOLD the same with all and singular, the hereditaments and appurtenances thereto belonging, unto the said parties of the second part, and to their heirs and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, the said parties of the first part have this day made, executed and delivered to the said parties of the second part, their promissory note of even date herewith, by which they promise to pay to the said parties of the second part or order, for value received, Two Thousand Twenty and 00/100 dollars, with interest from date at the rate of 5% per annum, payable semi-annually, said note being payable in monthly installments at the rate of \$20.00 per month, commencing April 2, 1925, said note being payable at The Lawrence National Bank, Lawrence, Kansas.

Now, If the said E. T. Howard, and Della F. Howard, his wife shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said parties of the second part or assigns, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum shall immediately become due and payable; and upon formation of this Mortgage, or in case of default in any of the payments herein provided for, the parties of the second part, their heirs, executors, administrators and assigns, shall be entitled to a judgment and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them at which sale, appraisement of said property is hereby waived by said parties of the first part. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the buildings erected and to be erected on said lands, insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Twenty Five Hundred Dollars, for the benefit of the said parties of the second part or his assigns; and in default thereof said parties of the second part may at his option effect such insurance in their own names, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 10% per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof said E. T. Howard, and Della F. Howard, his wife, 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 incumbrance and that they will warrant and defend the same in the quiet and peaceable possession of said parties of the second part their heirs and assigns forever; against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Executed and delivered in presence of Albert T. Howard
Mrs. Della F. Howard

State of Kansas,
County of Douglas

BE IT REMEMBERED, That on this tenth day of March A. D. 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E. T. Howard, and Della F. Howard, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of same.

In Testimony whereof, I have hereunto set my hand and affixed my seal the day and year last above written.

L. S. Bessie C. Randle,
Notary Public.

My commission expires January 5th, 1929.

Res. 34 = 4
22,500

EXTENSION AGREEMENT.

FROM Charles E. Simmons and wife
TO The Northwestern Mutual Life Insurance Company

State of Kansas Douglas County,
This instrument was filed for record this 13th day of March, A.D. 1925, at 9:45 o'clock A.M.
Paul C. Williams
Register of Deeds

SE 1/4 ex 5 acres in SE cor Sec 5 and SW 1/4 Sec 9-15-18 No. 82190

WHEREAS, on the 18th day of February, 1920, Charles E. Simmons executed and delivered to THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY a note in the sum of eleven thousand dollars secured by a mortgage of even date therewith upon certain real estate situated in Douglas County, Kansas, filed for record in said County on March 9, 1920 and recorded in Volume 57 of Mortgages, on page 448 and there remains unpaid of the principal of said note the sum of nine thousand dollars with interest from February 15, 1925, and

WHEREAS, title to the mortgaged premises is now vested in Charles E. Simmons subject to said mortgage; and