

B. M. L. 1008 NORTH ST. QUARTER CO. KANSAS CITY NO. 12114

and confirm unto said party of the second part and to its successors and assigns, forever, all of the following-described real estate, lying and situated in Lawrence, County of Douglas, and State of Kansas, to wit: Lot number one hundred thirty seven (137) on Tennessee Street, in Lawrence Douglas County Kansas.

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, and every contingent right or estate therein, unto the said party of the second part, and to its successors 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 owners 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever; the intention being to convey an absolute title in fee to said premises.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to wit:

First.--Said grantors are justly indebted unto the said party of the second part in the principal sum of Five Thousand 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 grantors and payable according to the tenor and effect of their certain First Mortgage Real Estate Note No. 3616 executed and delivered by the said grantors bearing date April 21, 1925, payable to the order of THE STATE SAVINGS BANK, Topeka Kansas, in installments as follows:

\$150.00 July 1, 1926 and \$150.00 semi-annually thereafter, and \$3950.00 January 1, 1930 after date, at its office in Topeka, Kan., with interest thereon from date until maturity at the rate of six and one half per cent per annum, payable semi-annually, on the first days of July and January in each year, and ten per cent per annum after maturity or default, 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 THE STATE SAVINGS BANK, Topeka, Kansas, at its office in Topeka, Kansas.

Second.--Said first parties agree that in addition to securing the other sums mentioned herein, that this mortgage shall also stand as security for any and all additional sums up to five hundred dollars that may be loaned or advanced to first parties by second party; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time end for the same specified causes, be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure.

Third.--That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises continually insured against fire to the amount of Five thousand Dollars, and against tornado to the amount of Five thousand Dollars, in Insurance Companies acceptable to, and with policies payable to, said second party; to procure, assign and immediately deliver to said second party, with satisfactory mortgage clauses, such insurance policies and to pay all insurance premiums when due. In case of loss second party may collect the insurance moneys or may require first part to make such collection. The insurance moneys shall be applied either on the indebtedness hereby secured or in rebuilding, as the second party may elect. Should a renewal policy not be delivered to second party immediately upon expiration of the former policy, said second party may insure the property.

Fourth.--Said parties of the first part agree to pay immediately when due, and before penalty for nonpayment attaches thereto, all taxes and assessments, general or special, which may be assessed or levied in the State of Kansas, under any law now existing or hereinafter enacted, upon the said land, premises or property, or upon the interest of the holder of this mortgage therein, whether such holder be a resident or a non-resident of the State of Kansas. Upon the violation of the foregoing undertaking in any particular, or upon the passage by the State of Kansas of any law imposing payment of the whole or any portion of the aforesaid taxes upon the party of the second part herein or any subsequent holder of this mortgage, whether a resident or a non-resident of the State of Kansas, or upon the rendering by any court of competent jurisdiction of a decision that an undertaking to pay such taxes or any of them, or any similar undertaking in whole or in part is legally inoperative or void, then and in any such event, the debt hereby secured without deduction, shall, at the option of the party of the second part, and without notice, become immediately matured, due and collectible notwithstanding anything contained in this mortgage or any law hereinafter enacted. The parties of the first part further agree to furnish to the holder of this mortgage, on or before July 15th of each year, a certificate of the proper authority, showing full payment of all such taxes and assessments for the preceding year.

Fifth.--That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or encumbrance on the said premises, pay any costs, charges or attorney fees necessary to maintain the priority of this mortgage, pay any of the above mentioned taxes or assessments, make all needed repairs and effect the required insurance; and any sums so paid shall be come a lien upon the said real estate and be collected as a part of the principal debt hereby secured with interest at ten per cent per annum.

Sixth.--That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind-----heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

Seventh.--That if such payments as are herein specified be made, this conveyance shall be void; but in case of default in payment of any installment, either of interest or of principal or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter, during the continuance of such default, the said party of the second part may, without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said principal debt upon maturity, the said party of the second part shall be entitled to the immediately possession of said premises and to receive the rents and profits therefrom as additional and collateral security for the indebtedness hereunder, and may proceed to foreclose this mortgage; and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of ten per cent per annum; and in case of foreclosure the judgment rendered shall provide that the real estate shall be sold in the entirety and not in parcels, and any then existing law reducing the present redemption period may govern, at the option of the holder of this mortgage; and said first parties hereby expressly waive an appraisal of said real estate, and all benefits of the homestead exemption and stay laws of the State of Kansas, now existing or hereafter enacted.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Executed and delivered in presence of

Floyd J. Wilson (Seal)  
Elsie A. Wilson (Seal)

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 23rd day of April A. D. 1925, before me, the undersigned, a notary Public in and for the County and State aforesaid, came Floyd J. Wilson and Elsie A. Wilson to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same to be their voluntary act and deed.

Reg. Fee.  
No 380  
R. 12 22

By filing this instrument, Clerk of the District Court, Douglas County, Kansas, do hereby certify that a payment of \$150.00 was made on July 1, 1926, and the balance of the principal of \$3800.00 is due on January 1, 1930. The same is duly recorded in Journal H. 41 page 167. Witness my hand and the seal of said District Court at Topeka, Kansas, this 23rd day of April, 1925.

ATTEST:

Notary Public  
F. J. Wilson