

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this -----day of Apr. 27 1925, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Chester Woodward, Vice Pres. & Secy. of the Central Trust Co., a corporation, to me personally known to be such officer and the same person who executed the foregoing assignment of mortgage on behalf of said corporation, and he duly acknowledged the execution of the same as his free act and deed as such officer, and the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

E. E. Lindblade
Notary Public

L. S.

Commission expires January 21st. 1926.

MORTGAGE

FROM
Ethel F. Hull (single)

TO
The State Savings Bank,

State of Kansas, Douglas County, ss.
This instrument was filed for record on this 2 day of May A. D. 1925, at 4:10 o'clock P. M.

W. E. Wellman
Register of Deeds

By-----Deputy

Reg. Fee.
No. 522

Ch. 12

This Indenture, Made this 23rd, day of April in the year of our Lord one thousand nine hundred and twenty five by and between Ethel F. Hull (a single woman) of the County of Douglas and State of Kansas, party of the first part, and THE STATE SAVINGS BANK, Topeka, Kansas, a Corporation party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Five thousand Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey 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: Lots numbered one (1) and two (2) in Brezedale, an addition to the city of 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 party of the first part does hereby covenant and agree that at the delivery hereof she is 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 she 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 grantor is 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 grantor and payable according to the tenor and effect of her certain First Mortgage Real Estate Note No. 3517 executed and delivered by the said grantor bearing date April 23, 1925 payable to the order of THE STATE SAVINGS BANK, Topeka, Kansas, in installments as follows:

\$150.00 January 1, 1926 and \$160.00 semi-annually thereafter, and \$3800.00, January 1, 1930 after date, at its office in Topeka, Kan., with interest thereon from date until maturity at the rate of seven 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 party agrees 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 party 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 and 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 party of the first part agrees 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 Eight thousand Dollars, and against tornado to the amount of Eight 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 party 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 party of the first part agrees 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 party of the first part further agrees 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.

This release was written with original not intended to be released on this day of February 1925

copy. The foregoing endorsed on the original instrument: The amount of the mortgage has been paid in full and the same cancelled on this 25th day of February 1925 by the State Savings Bank Topeka Kansas