

and pay for said insurance, and may pay said taxes and special assessments, and all such payments, with interest thereon at ten per cent per annum, from the time of payment, shall be a lien against said premises and secured hereby.

Fifth. It is further agreed, that if default be made in the payment of said note, or any portion or installment thereof, for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed against said real estate, or against said note hereby secured or against this mortgage before delinquency, or in case the parties of the first party shall fail to perform any of the conditions or agreements in this mortgage or in the note hereby secured contained, time being of the essence of this contract, then, this mortgage and all sums of money secured hereby, shall at the option of the second party, its successors or assigns, become at once due and payable without further notice, and this mortgage may then be foreclosed and the mortgage premises sold in one body. The note secured by this mortgage shall, after it becomes due, either by lapse of time or by default as herein and in said note provided, or otherwise, bear interest at the rate of ten per cent per annum until paid.

Sixth. And it is further agreed that if action is commenced to foreclose this mortgage the said second party, its successors or assigns, shall have the right to have a receiver of the mortgaged property appointed at once, who shall take immediate possession of and control and preserve the same, and the rents and profits thereof, for the payment of the mortgage debt, and said receiver's costs and expenses and may discharge all duties of a receiver.

Seventh. And it is further agreed and declared that this mortgage and the note secured hereby are made under, and are to be construed by the laws of the State of Kansas.

The foregoing conditions being fully performed this conveyance shall be void, otherwise to be and remain in full force and effect.

In Witness Whereof, We have hereunto set our hands.

Erwin S. Kanzig  
Ann Kanzig  
John J. Kanzig.

Signed in the Presence of  
H. A. Smith

State of Kansas  
County of Douglas (ss)

On this 28th day of September 1925 before me, the undersigned, a Notary Public, duly commissioned and qualified for and residing in said County and State, personally came Erwin S. Kanzig, and Ann Kanzig, his wife, and John J. Kanzig, single, to me personally known to be the identical persons described in and who signed and executed the foregoing instrument and duly acknowledged said instrument and the execution of the same to be their voluntary act and deed.

Witness my hand and Notarial Seal, at Eudora, Kansas, the day and year last above written.

H. A. Smith,  
Notary Public

L.S.  
My Commission expires June 1, 1929.

From John T. Frazer et ux  
to Elizabeth Pearson.

MORTGAGE.

State of Kansas Douglas Co. ss;  
This instrument filed for record Oct. 6, 1925  
at 1:35 P.M.

Joe C. Willman  
Register of Deeds

THIS INSTRUMENT, made this 3rd day of October, A.D. 1925, between John T. Frazer and Edna R. Frazer, husband and wife, of Douglas County, in the State of Kansas, of the first part, and Elizabeth Pearson --- of Shawnee County, in the State of Kansas, of the second part.

Witnesseth That said parties of the first part, in consideration of the sum of ONE THOUSAND EIGHT HUNDRED --- and no/100 Dollars -- the receipt of which is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto said party of the second part, her heirs and assigns all the following described real estate situated in Douglas County and State of Kansas, to-wit:

The Southwest Quarter of the Northwest Quarter (SW 1/4 NW 1/4) of Section Thirty-four (34) Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian, except ten (10) acres more or less, in the Southwest corner thereof, described as follows: Beginning at the Southwest corner of said Northwest Quarter (NW 1/4) of said Section Thirty-four (34) thence North 7.66 chains, thence East 12.66 chains, thence South 7.66 chains, thence West to the place of beginning.

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 parties of the first part, have this day executed and delivered a certain promissory note in writing to said party of the second part of which the following is a copy;

Topeka, Kansas  
Oct. 3rd, 1925

(We hereby agree to pay the sum of \$360 on a/c of the principal on June 1, 1926, \$360 on a/c of the principal on June 1, 1927, \$360 on a/c of the principal June 1, 1928, \$360, on a/c of the principal June 1, 1929 and \$360, on a/c of the principal June 1, 1930.)

For value received, we promise to pay Eighteen Hundred Dollars-- as first above outlined lawful money of the United States of America, with interest thereon at the rate of 6% per annum, payable semi-annually, on the first days of June and December in each year, according to the tenor of annexed interest coupons, each bearing even date herewith. Both principal and interest payable at the office of the Farm Mortgage Trust Company, Topeka, Kansas and if any interest coupon or any part thereof is not paid when due, or in case of failure to comply with any of the requirements of the mortgage given by the maker hereof to secure the payment of this note, the principal and accrued interest shall become due and payable at once at the option of the legal holder of this note. This note and those coupons are to draw 10% interest per annum after maturity or default in payment of any interest. All appraisement and stay laws are hereby waived. It is further agreed & declared that these notes are made and executed under and are in all respects to be governed & construed by the laws of the State of Kansas & are given for an actual loan of \$1800. said loan being secured by a Mortgage on real estate.

Now, if said parties of the first part shall pay or cause to be paid to said party of the second part or heirs or assigns, said sum of money in the above described note mentioned, together with the interest

Reference  
to the  
original  
mortgage  
filed  
for  
record  
in  
the  
office  
of  
the  
Register  
of  
Deeds  
at  
Topeka,  
Kansas,  
on  
October  
6, 1925,  
at  
1:35  
P.M.

Received of John T. Frazer and Edna R. Frazer the sum of Eighteen Hundred Dollars (\$1800.00) in full satisfaction of the within mortgage.  
J. C. Willman  
Register of Deeds

FRONT