

BANK OF KANSAS, STATIONERY CO. KANSAS CITY, MO. 64114

State of Kansas)ss
County of Douglas)

Be it remembered, that on this 3rd day of Oct. A.D. 1925 before me a Notary Public in and for said county and State came Mrs Mildred McCurdy 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 subscribed my name and affixed my official seal on the day and year last above written

L.S.
My Commission expires 22 day of March, 1926.

T. J. Sweeney Jr.
Notary Public

State of Alabama
County of Alabama)ss;

Be It Remembered That on this 7th day of Oct, 1925 A.D. before me, a Notary Public in and for said County and State came Mildred McCurdy Dahlsne and Oscar Dahlsne to me personally known to be the same persons who executed the foregoing instrument 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.

L.S.
My Commission expires the 25
of Apr, 1929

Henry H. Hale (Notary Seal)

MORTGAGE

From
Harry E. Budaly et ux and William A. Budaly
To
Lawrence National Bank.

State of Kansas, Douglas County, ss;
This instrument was filed for record
Dec. 9th, 1925 at 2:10 PM

Lee E. Wellman
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That Harry E. Budaly and Flossie Budaly, his wife, and William A. Budaly, a single man, of Douglas County, Kansas, parties of the first part, in consideration of the sum of \$12,000.00 in hand paid by The Lawrence National Bank, of Lawrence, in the County of Douglas, State of Kansas, party of the second part, receipt of which is hereby acknowledged, do hereby mortgage and warrant unto said The Lawrence National Bank, the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

The South Ten and One-half (10½) inches of Lot Twelve (12), Massachusetts Street; the North Two fifths (2/5) and the North Nineteen and One Quarter (19¼) feet of the South Three-fifths (3/5) of Lot Fourteen (14) Massachusetts Street, all in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME with all the hereditaments and appurtenances thereto belonging to the said second party and to its successors and assigns forever.

These Presents are made to secure the payment of a certain promissory note dated Dec. 1 1925, made, executed and delivered by said Harry E. Budaly and William A. Budaly to the said Lawrence National Bank for the total sum of \$12,000.00 bearing interest at the rate of 6% per annum, and being in the following form, to-wit:

For Value received we hereby promise to pay to the order of The Lawrence National Bank of Lawrence, Kansas, Twelve Thousand (\$12,000.00) Dollars, with interest at the rate of 6% per annum from date, principal and interest payable in installments as follows; \$100.00 on or before the 1st day of January, 1926, with interest on the whole amount unpaid hereunder to the date of such payment and \$100.00 on or before the 1st day of each and every month thereafter, with interest on the whole amount unpaid hereunder to the date of such payments, until the full amount is paid, such payments of \$100.00 each to be applied up on the principal hereof. In case default is made for a period of 30 days in the payment of any installment as above stipulated, then at the option of the holder hereof of the entire amount of principal and interest then unpaid shall at once be and become due and payable without notice. The payor may pay an additional \$100.00 or any multiple thereof, on the 1st day of any month. This note shall bear interest at the rate of 10% after default or maturity. This note is secured by a first mortgage on a part of Lots Twelve (12) and Fourteen (14) Massachusetts Street, Lawrence, Kansas.

It is herein agreed particularly as follows: The said parties of the first part shall not permit the buildings and improvements on said premises to depreciate by neglect or want of care; shall keep said premises free from all statutory lien claims of every kind and shall pay all sums necessary to protect the title or possession thereof; shall pay, before the same become delinquent, all taxes and assessments upon said premises, general or special, and shall keep the buildings on said premises constantly insured for the benefit of said second party or its assigns, in a company or companies acceptable to said second party or its assigns, in the sum of at least six thousand two hundred fifty (\$6250.00) Dollars and shall deliver to said second party or its assigns, the policy or policies therefor and all renewals thereof. In the event of a loss under any policy, the said second party shall have full power to demand, collect and settle the same, and for the aforesaid purposes, may, in the name and place of said first parties and as agent or attorney in fact sign and endorse all papers, vouchers and drafts necessary to obtain such insurance, and to procure the money thereunder; and if the first parties shall within thirty days after such collection notify the second party of their election to repair the damage or replace the building and shall proceed with such repair or replacement with reasonable speed then all amounts collected on any policies shall be applied so far as necessary to the payment of such repairs and replacement; otherwise all such amounts shall be applied toward the payment of the note and interest thereon, and any other indebtedness due under the terms of this mortgage.

In case of failure of said parties of the first part to perform any of these agreements, the said second party, or its successors or assigns may pay off and procure release of any such statutory lien claims, may pay any such taxes or assessments, or may effect any such insurance and pay for the same, and may recover of said parties of the first part all amounts so paid, and interest thereon at the rate of ten per centum per annum from the date of such payment and this mortgage shall stand as security for all such sums.

Now Therefore, in the presence of said note and interest be paid when due, and all the covenants and agreements of the said parties of the first part contained herein are faithfully kept and

Book 347, page 302
Filed for record
Dec. 9th, 1925
Lee E. Wellman
Register of Deeds