

BY THE BOSS WORTH STATIONERY CO. KANSAS CITY MO 64116

Now if the said Adam A. Given and Mollie B. Given 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 either of them, 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 party of the second part, or assigns, by virtue of this mortgage immediately become due and payable; or, if the taxes and assessments, or any part thereof are not paid at the time when the same are by law made due and payable or interest on the prior incumbrance on above described property then in like manner the said note and the whole of said sum shall immediately become due and payable; and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the party of the second part his heirs, executors, administrators and assigns, shall be entitled to a judgment for the sum due upon said note 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, appraisal of said property is hereby waived by said parties of the first part and all benefits of the Homestead, exemption and stay laws of the State of Kansas are hereby waived by said parties of the first part. And the said mortgage until said note and interest, and all liens and charges by virtue hereof, are fully paid off and discharged, keep the building 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 ten thousand dollars, for the benefit of the said party of the second part or his assigns, 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 ten per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the parties of the first part hereby covenant and agree that at the delivery hereof said -- they are -- 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 they will warrant and defend the same in the quiet and peaceable possession of said party of the second parties, heirs and assigns forever; against the lawful claims of all persons whomsoever.

In Witness Whereof, The said parties of the first part have hereunto set their hand the day and year first above written.

Witnessed and delivered in presence of

Adam A. Given.  
Mollie B. Given

State of Missouri )  
County of Jackson ) ss;

Be It Remembered That on this 28th day of January A.D. 1928, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Adam A. Given and Mollie B. Given, 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 the same.

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

L.S.  
Term expires October 28, 1928/

Irene Westhoff. Notary Public.

From  
Nora L. Harman et vir  
To  
Merchants National Bank,

MORTGAGE.

State of Kansas Douglas Co. ss;  
This instrument filed for record  
Jan 30th, 1928 at 11:45 A.M.

*Geo. E. Wellman*  
"Register of Deeds

This Indenture Made this 28th day of January in the year of our Lord nineteen hundred twenty-six between-----Nora L. Harman and A.D. Harman, her husband,----- of Lawrence, in the County of Douglas and State of Kansas---of the first part and ---The Merchants National Bank, a banking corporation of Lawrence, Kansas, of the second part:

Witnesseth that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to then duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The South thirty (30) feet of Lot two (2) and the north twenty (20) feet of Lot three (3) in parker Addition to the City of Lawrence, Kansas.

with all the appurtenances and all the estate title and interest of the parties of the first part therein.

And the said Nora L. Harman and A.D. Harman her husband, 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 save an unpaid balance of \$4000.00 on a mortgage to Central Trust Co., Topeka, Kansas.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancement until paid; it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified but if default be made in such payment or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale and the overplus if any there be shall be paid by the party making such sale on demand, to said parties of the

1927  
22/11/1928  
599/24  
Recorded  
By: A. H. McClunahan  
Corporation  
The following is a true and correct copy of the original instrument.  
The note herein described being a part in full, this mortgage is hereby  
filed and the lien thereby created discharged.  
Agreed to by the parties hereto in presence of me, the undersigned, a Notary Public in and for the County of Douglas and State of Kansas, and the same is hereby acknowledged.  
Geo. E. Wellman  
Register of Deeds