

Commonwealth of Massachusetts
County of Suffolk

ss;

On this 27th day of April, 1926, before me a Notary Public in and for said Commonwealth, came Fred P. Hayward, Treasurer of the John Hancock Mutual Life Insurance Company, to me personally known to be the identical person who executed for and on behalf of said Company the foregoing release of mortgage and acknowledged to me that he executed the same as his voluntary act and deed and the voluntary act and deed of said Company for the uses and purposes therein set forth.

Witness my hand and official seal.

Ellis C. Rand.
Notary Public.

L.S.
My Commission expires January 20th, 1933.

From
Alonzo G. Wilson
To
Bankers Mtg. Co.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
May 7, 1926. At 10:10 A.M.

Frank Wellman
Register of Deeds,

Reg. No. 1711
Fee Paid 2.15

This Indenture, Made May 4, 1926, by and between Alonzo G. Wilson and Letha D. Wilson his wife, of the county of Douglas, State of Kansas, parties of the first part, and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said parties of the first part in consideration of the sum of Eleven Hundred Fifty Dollars paid by the said party of the second part, the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party its successors or assigns the following described real estate situated in the county of Douglas and State of Kansas, to-wit:

Lot fifty seven (57) Fair Ground Addition to Lawrence Douglas County, Kansas. The debt secured by this mortgage is further secured by a twenty three hundred dollar (\$2300) Savings Bond in the Bankers Mortgage Company of Topeka, Kansas no.----- and is agreed that in any default of any payments due on said bond shall be a breach of the conditions of this mortgage and shall entitle the holder thereof to foreclose the same. of section----- in township-----range-----of the Sixth Principal Meridian containing in all-----acres, according to Government Survey.

To Have and To Hold said premises with all appurtenances thereunto belonging, unto the said party of the second part, its successors or assigns forever. The said parties of the first part covenant with the party of the second part, that said parties of the first part are lawfully seized in fee simple of said premises; that they have good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that they will warrant and defend the title to the said premises unto the said party of the second part, and unto its successors or assigns forever, against the claims of all persons and the said parties of the first part hereby relinquish all their marital and community rights and all other contingent interests in said premises, the intention being to convey unto the said party of the second part an absolute title to said premises in fee simple.

Provided Always, And this instrument is executed and delivered upon the following conditions

First, That said parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns, Eleven Hundred Fifty and no/100 (\$1150.00) Dollars on the 1st day of March 1936 with interest thereon, payable monthly, commencing May 4, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said parties of the first part, payable to the order of The Bankers Mortgage Company of Topeka, Kansas, and bearing even date herewith.

Second, In consideration of the rate of interest at which the loan hereby secured is made said parties of the first part expressly agree to pay any and all taxes and assessments which may be levied or assessed under the laws of the State of Kansas against said bond or notes hereby secured, or the mortgage securing the same, or against the owner of said bond or notes and mortgage on account of the debt hereby secured. If, however, such taxes and assessments added to the interest shall exceed ten per cent per annum upon such principal, then the mortgagors herein shall pay only so much of such taxes and assessments as, added to the interest herein and in said note contracted, shall equal ten per cent on the principal of the debt hereby created and secured.

Third, Parties of the first part agree to pay all taxes and special assessments levied or assessed against or due upon said real estate before delinquency and procure, maintain and deliver to said second party its successors or assigns insurance policies on the buildings thereon, in companies to be approved by the second party its successors or assigns, for not less than \$1150.00 with National Board Standard Mortgage Clause attached in favor of--to the second party, its successors or assigns, as their interest may appear; and shall keep the buildings and other improvements in good repair and condition.

Fourth, It is understood and agreed that if said insurance is not promptly effected, or if the taxes or special assessments levied or assessed against said real estate or against said bond or notes hereby secured or the mortgage securing the same shall not be paid before delinquency, said second party, its successors or assigns (whether electing to declare the whole mortgage due and collectible or not) may effect 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 any interest of any interest note, or any portion thereof for the space of ten days after the same becomes due, or in the payment of taxes or special assessments levied or assessed under the laws of the state of Kansas against said real estate or against said bond or notes hereby secured or the mortgage securing the same before delinquency, or in case the parties of the first part 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, less the interest for the unexpired time, 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 mortgaged premises sold in one body without appraisal. The note secured by this mortgage shall after maturity (whether the same matures by lapse of time or by the exercise of the option to declare the whole sum due for breach of any condition or agreement herein contained) or after default in any interest payment (whether the mortgagee

The following is endorsed on the original instrument:
The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

At witness my hand this 20th day of August - A.D. 1926
Frank Wellman
Register of Deeds

Recorded Aug. 31 1926
Frank Wellman
Register of Deeds