

State of Kansas
Douglas County

Be it remembered, That on this 30 day of April, A.D. 1926 before me the undersigned a Notary Public in and for the county and state aforesaid came Celia A. Church and John L. Church her husband 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 notarial seal) the day and year last above written.

Bernice E. Jones

Bernice E. Jones
Notary Public

LS
Term expires Dec. 29, 1928.

From
Phil C. Bowen et al

MORTGAGE.

State of Kansas, Douglas County, ss
This instrument was filed for record
May 13, 1926. At 8:35 A.M.

1926. At 8:35 A.M.
Lea E. Wellman
Register of Deeds.

Eng. No. 1722 To
Fee Paid 5.50

This Indenture, Made this 7th day of May A.D. 1926 between Phil C. Bowen and Helen M. Bowen, his wife of Douglas County, in the State of Kansas of the first part and The Commonwealth Investment Company, a corporation 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 Twenty two Hundred and no/100 Dollars , the receipt of which is hereby acknowledged does by these presents grant, Bargain, Sell and convey unto said party of the second part its successors and assigns all the following described real estate situated in Douglas County and State of Kansas to-wit:

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 one certain promissory note in writing to said party of the second part of which the following is a copy:

NOTES

THE COMMONWEALTH INVESTMENT COMPANY.

\$2200.00

\$2200.00

Five Years after date we promise to pay to the order of --THE COMMONWEALTH INVESTMENT COMPANY, a corporation, the sum of Twenty two Hundred dollars, together with interest at the rate of 8 per cent per annum on deferred balances payable from date to date of maturity as follows: \$34.66 on or before the 7th day of June 1926 and a like amount on or before the 7th day of each and every month thereafter to maturity at which time the balance due shall become due and payable.

It is also agreed that the undersigned may at any interest paying date make payment in whole or in part of said loan and all payments in excess of the regular payments hereinbefore provided for, shall be payments upon the principal and stop interest upon that amount. It is also agreed that if paid before maturity, interest for one addition month may be added. The makers hereof agree as follows:

First. To pay all taxes and assessments of every kind and nature levied upon the real estate mortgaged to the said The Commonwealth Investment Company when the same are by law due and payable and insurance premiums to secure the amount of insurance hereinafter provided for.

Second. To immediately procure and maintain and keep in the possession of said company, without lapse, policies of insurance against fire and tornado in an amount equal to the amount of this loan covering the buildings now or to be hereafter erected upon the said mortgaged premises, in some responsible insurance company, which policies shall be issued by said The Commonwealth Investment Company.

Third. To keep and maintain the buildings now on said premises, or which may be hereafter erected thereon, in good condition at all times and shall not suffer waste thereon.

Fourth. That in case of failure on their part, or on the part of their successors or assigns or grantees, to pay all taxes and assessments when by law they become due and payable or a lien for failure to keep in force policies of insurance heretofore provided for, that the said company pay said taxes and assessments and maintain said insurance and that the amounts so expended by it shall be a lien on premises described in the mortgage given to secure the payment of this note and the same may be recovered with interest at a rate not to exceed ten per cent per annum.

Fifth, The undersigned hereby assigns to the said The Commonwealth Investment Company, the rents and income arising at any and all times from the property mortgaged to secure this note and hereby authorizes the Company at its option to take charge of said property, collect all rents and income, and apply the same on the interest, insurance premiums, taxes, assessments, repairs or improvements necessary to keep property in tenable condition or other charges, provided said payments or interest are three months in arrears. This assignment of rents to continue in force until the amount secured by this note is fully paid. It is also agreed that the taking of possession shall in no manner prevent or retard the said company in the collection of said sums by foreclosure or otherwise.

Sixth, the undersigned agrees that time and punctuality are the essence of this contract and any failure on their part, their successors or assigns to comply with the foregoing agreements, that the said The Commonwealth Investment Company, may declare the whole amount of said loan or note to become due and payable and foreclosure of said mortgage may be had. And in case of any such failure, amount due on this note shall draw interest at the rate of 10% per annum from the time of such default until paid.

Phil C. Bowen
Helen M. Bowen.

Now if said parties of the first part shall pay or cause to be paid to said party of the second part its successors or assigns said sum of money in the above described note, mentioned together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money or any part thereof, or any interest thereon is not paid when the same is due, or if the taxes and assessments, which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable then the whole of said sum and sums and interest thereon, shall by these presents become due and payable at the option of the holder hereof and

2222
 Helen M. Bowen
 Twenty Two Hundred
 The Commonwealth Trust Company a corporation
 By J. L. Herald President