

State of Missouri  
County of Buchanan. SS

Be it remembered, That on this 8 day of May A.D. 1926 before me Oliver F. Roth, a notary public, in and for said county and state came Moses A. Schlosito me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Oliver F. Roth,  
Notary Public.

IS  
My commission expires Jan. 29, 1927.

## MORTGAGE.

From  
Emma E. Logan  
To  
Bankers Mtg. Co

State of Kansas, Douglas co. ss  
This instrument was filed for record  
June 10, 1926. At 3:30 P.M.

*L. E. Newman*  
Register of Deeds.

Reg. No. 1783  
Fee Paid 10.00

This Indenture, Made June 9, 1926 by and between Emma E. Logan, a widow of the county of Douglas, State of Kansas, party of the first part, and The Bankers Mortgage Company of Topeka, Kansas, party of the second part:

Witnesseth, That said party of the first part in consideration of the sum of Four Thousand and no/100 Dollars paid by the said party of the second part, the receipt whereof is hereby acknowledged does 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 # ninety four (94) and the North five feet of Lot #ninety six (N 5ft. 96) New Hampshire street, Lawrence, Douglas County, Kansas.

The debt secured by this mortgage is further secured by a Five Thousand Dollar (\$5000.) 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 party of the first part covenants with the party of the second part, that said party of the first part is lawfully seized in fee simple of said premises; that she has good right to sell and convey said premises; that said premises are free and clear from all liens and encumbrances; and that she 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 party of the first part hereby relinquishes all her marital and homestead rights, and all other contingent interests in said premises, the intention being to convey hereby 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 party of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns.

Four Thousand and no/100 (\$4000.00) Dollars on the first day of March 1936 with interest thereon payable monthly from June 9, 1926 according to the terms of one promissory bond or note with interest notes attached, signed by said party 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 party of the first part expressly agrees to pay any and all taxes and assessments which maybe 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, Party of the first part agrees 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 \$4000.00 with National Board Standard Mortgage Clause attached in favor of 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 note) 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 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 party 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 mortgage exercises the option to declare the whole sum due or not) bear interest at the rate of ten per cent per annum until paid.

Sixth, And it is further agreed that if an 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.

The following is endorsed on the original instrument.  
This mortgage described having been paid in full, this mortgage is hereby  
satisfied and the lien thereby created discharged.  
Attest by hand this 1st day of August A.D. 1926  
L. E. Newman  
Register of Deeds

Recorded August 7 - 1926

L. E. Newman  
Register of Deeds  
By Granting of Dpt