

as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens, and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to do; then these presents to be void, in which event this mortgage will be satisfied of record, the expense of which the parties of the first part, agree to pay, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived) and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of eight per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall, at the option of the party of the second part and without notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

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

In presence of
W. H. Mohrman
S. D. Mohrman

W. H. Wilber
Edith Wilber

State of Kansas)
Franklin County) ss: On this 10 day of June A.D. 1926 before me personally appeared W. H. Wilber and Edith Wilber, his wife, to me known to be the persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

S. D. Mohrman
Notary Public in and for said County

L.S.
My Commission expires March 11, 1928.

From Raleigh R. Hickson et ux
To Banker Mortgage Company

MORTGAGE

State of Kansas Douglas County, ss:
This instrument filed July 26th, 1926
at 2:15 P.M.
Jas E. Wellman
Register of Deeds

Reg. No. 1899
Fee Paid 8.75

This Indenture Made July 20, 1926, by and between-----Raleigh R. Hickson and Vivian R. Hickson, his wife, of the County of Douglas State, of Kansas, parties of the first part, and The Bankers Mortgage Company of Topeka, Kan. ss, party of the second part:
Witnesseth, That said parties of the first part, in consideration of the sum of ----- Three Thousand Five Hundred & no/100 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, situate in the County of Douglas and State of Kansas to-wit:

Lot Sixty-one (61), Block Twenty-seven (27), located on
Tennessee St., Lawrence, Douglas County, Kansas, Original Townsite.

The Debt secured by this mortgage is further secured by a Seven Thousand Dollar (\$7000) Savings Bond in the Bankers Mortgage Company of Topeka, Kansas, No.----- and is agreed that in any default of any payment due on said Bond shall be a breach of the condition 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 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 parties of the first part shall pay, or cause to be paid to the party of the second part, its successors or assigns,

Three Thousand Five Hundred and no/100 (\$3500.00) Dollars----- on the first day of July 1936 with interest thereon, payable monthly from July 20, 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

Accepted for
Jas E. Wellman
Register of Deeds

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 10th day of Oct
Jas E. Wellman
Register of Deeds