

The foregoing conditions, covenants and agreements being performed, this conveyance shall be void and shall be released by the second party at the cost and expense of said first party; otherwise to remain in full force and effect.

In Witness Whereof, The said first party has hereunto set her hand and seal the day an year first above written.

Mary E. Gibler

Seal

Executed and delivered in presence of
Ivan T. Gibler

State of Kansas) ss.
Douglas County)

So it remembered, That on this 11th day of May A. D. 1927 before me, the undersigned, a Notary Public in and for said County and State came Mary E. Gibler who is personally known to me to be the same person who executed the within 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.

L. S.
My Commission expires January 21, 1930.

Frank M. Holliday
Notary Public

Reg. No. 2620
Fee Paid 6.25

MORTGAGE

From
H. J. Cleary et ux.
To
The Prudential Investment Company

State of Kansas, Douglas Co.,
This instrument was filed for record
on the 20th day of May 1927. at 10:35

A. M. Gsa E. Wellman
Register of Deeds, Topeka

This Indenture, Made this 17th day of May A. D. 1927, by and between H. J. Cleary and Nellie F. Cleary, Husband and Wife of the County of Shawnee and State of Kansas, parties of the first part, and The Prudential Investment Company, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty-Five Hundred and No/100 (\$2500.00) Dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to wit:

Lot Two Hundred Twenty-six (226)
on Ohio Street, in the City of Lawrence.

To Have and To Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part 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, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons who may claim.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to wit:

First. That the parties of the first part are justly indebted to the party of the second part in the sum of TWENTY-FIVE HUNDRED AND NO/100 (\$2500.00) DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of 5% per cent per annum, payable on the first day of May and November in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of The National Bank of Topeka, in Topeka, Kansas, Kansas, and all of said notes bearing ten per cent interest after maturity.

Second. That the parties of the first part agree to keep all buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$2500-Fire & \$2500-Tornado in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance money shall be applied either on the indebtedness secured hereby or in re-building.

Third. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charged against said property, and may insure said property mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the parties of the first part; and any sums so paid shall become a lien upon the above described real estate and be secured by this mortgage and may be recovered with interest at ten per cent in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

The following is endorsed on original instrument.
 The Original Secured by this mortgage, has been paid in full.
 and the same is hereby acknowledged, this 14th day of May 1930.
 By W. L. Davis, Vice-President.
 Prudential Investment Company.
 ap 2002.
 Remd. May 10, 1930
 Elmer E. Overstreet
 Register of Deeds