

From
Peoples State Bank,
To
W.J. Francisco

RELEASE.

State of Kansas, Douglas County, ss
This instrument filed June 21,
1927 at 10:10 AM.

Lea E. Wellman
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That the debt secured by Mortgage upon the following described real property, situated in the Lawrence, in Douglas County, in the State of Kansas, to-wit:

Lot number fifty two (52) and the north thirteen inches of lot number fifty four (54)
on Vermont street:-

wherein W.J. Francisco and Julia F. Francisco and Julia F. Francisco, his wife, are grantors and Peoples State Bank of Lawrence, Kansas, are grantees, and dated June 9, 1913 which is in Volume 50, page 437, in the office of the Register of Deeds of Douglas County, Kansas, has been fully satisfied, in consideration of which said Mortgage is hereby released.

Witness:
Corp Seal

Peoples State Bank, Lawrence, Kansas
By S.A. Wood, Cashier.

State of Kansas, Douglas County, ss;

It is Remembered, That on this 24th day of June A.D. 1927 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came S.A. Wood, Cashier of Peoples State Bank, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same as the act and deed of said Corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

L.S.

T.J. Sweeney, Jr. Notary Public

(Commission expires March 22, 1930)

From
D. C. Farmer

FIRST MORTGAGE

State of Kansas, Douglas County, ss.
This instrument filed for record June 21,
1927 at 10:15 A. M.

To
Southwest Mortgage Company

Lea E. Wellman
Register of Deeds

KNOW ALL MEN BY THESE PRESENTS: That D. C. Farmer, a widower, of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to SOUTHWEST MORTGAGE COMPANY, of Kansas City, Missouri, party of the second part, hereinafter called second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The Southeast Quarter ($\frac{1}{4}$), of Section No. Twenty-Three (23), Township No. Thirteen (13)
South, Range No. Eighteen (18) East,

containing One Hundred Sixty (160) acres, more or less, together with all the improvements thereon and the appurtenances thereto belonging.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure to SOUTHWEST MORTGAGE COMPANY, its successors and assigns, the payment of the sum of FIVE THOUSAND THREE HUNDRED and no/100 Dollars with interest thereon, according to the terms of one certain promissory note executed and delivered by the first party to the second party, due and payable according to the terms thereof, with interest payable annually, according to the terms of interest coupons thereto attached, all of said notes being of even date herewith, payable in lawful money of the United States of America, with exchange on the City of New York, at the SOUTHWEST TRUST COMPANY, Kansas City, Missouri, and each bearing interest at the rate of ten per cent per annum after maturity until paid.

THE FIRST PARTY HEREBY COVENANTS AND AGREES: That they are lawfully seized in fee simply of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid; that the said real estate is free and clear of all encumbrances and that they and their heirs, executors and administrators will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands:

That they will pay said note or notes hereby secured and interest thereon as the same shall become due and payable;

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of No Dollars, for the benefit of the second party, its successors and assigns, in an insurance company acceptable to it, and to deliver the said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with either of these conditions, covenants, and agreements, it is agreed that the owner of this mortgage may pay the said taxes or assessments, or the cost of such insurance and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment, and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

That additional and collateral security for the payment of the debt hereinbefore described the first party hereby assigns to the second party, its successors and assigns, all right, title and interest in and to all royalties and rentals accruing to them under all oil, gas, mineral, agricultural, or other leases on said real estate, and directs any lessee, on demand, to pay the said second party, its successors and assigns, all royalties and rentals that may be payable to them under the terms of any such lease of said real estate; provided that so long as no default be made in the payment of the principal debt hereby secured, or the interest thereon, and so long as the agreements, covenants and

Reg. # 2705
Filed. 1325

I, JAMES CALHOUN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a full and true copy of the foregoing instrument of writing was made by said District Court, on the 4th day of June, 1927, and that the same is duly recorded in Journal 111 at page 1325.

Witness my hand this 13th day of June, 1927.

James Calhoun
Clerk District Court

Lea E. Wellman
Register of Deeds