

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 7th day of January 1930, before me, a Notary Public in and for said County and State, came F. C. Whipple Cashier of The Merchants Loan & Savings Bank, to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Legal Seal

My commission expires Sept. 10, 1931

Jane Sheets
Notary Public

Recorded January 8, 1930 A. D. at 2:45 P. M.

Eric C. Armstrong Register of Deeds

MORTGAGE

Reg. No. 553
Fee Paid 1.50

THIS MORTGAGE, made this 6th day of January 1930 between Frederick Huster and Nancy Huster, his wife, parties of the first part and The First National Bank party of the second part.
WITNESSETH, that for and in consideration of the sum of Five thousand (\$5,000.00) Dollars, in hand paid, the said parties of the first part have mortgaged and hereby mortgage to said party of the second part its successors heirs and assigns, the following described real estate and premises, situated in Douglas County, State of Kansas, to-wit: All of the East one-half of the Southeast Quarter of Section Twenty-three (23) and the West One-half of the Southwest Quarter of Section Twenty-four (24) and the Northwest Quarter of Section Twenty-five (25) all in Township Thirteen (13) Range Twenty (20) Douglas County, Kansas, with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the payment of the principal sum of Five thousand (\$5,000.00) Dollars according to the terms of one certain promissory note of even date herewith, made to the party of the second part and due and payable three years after date, and bearing interest at the rate of 6 per cent per annum, payable semi annually, with privilege granted to pay \$100.00 or any multiple thereof at any interest paying date.

Said parties of the first part agree to pay all taxes and assessments levied against said premises, the debt secured by this mortgage lien, and the interest thereon, promptly when due and to pay all sums necessary to protect the title and possession of said premises, and to keep all improvements in good repair, and to keep the insurable improvements on said real estate, insured against damage by fire, wind, cyclone, in some company acceptable to said second party for not less than \$4200.00 with loss, if any, payable to the mortgagee, as his interest may appear, and such policy shall be held by the mortgagee, and in case of a violation of any of the provisions hereof, the mortgagee its successors or assigns, may pay all such sums and the amount so paid shall be a lien on said premises, secured by this mortgage, and included in any judgment of foreclosure, as part of the debt hereby secured with ten per cent interest on same from the time of such payments.

And it is further agreed that if default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, or if any of the foregoing agreements are not performed, then all the indebtedness hereby secured shall become due and payable, without notice, shall bear interest at the rate of 10 per cent per annum, and may be foreclosed at the option of the second party, and the above described premises sold in the manner provided by law, and appraisement of said real estate is hereby waived or not at the option of the party of the second part.

It is further agreed that upon the filing of a petition for the foreclosure of this mortgage, by attorney of record of this state, a reasonable attorney's fee shall become due and payable and same shall be included in the decree of foreclosure and it is hereby agreed that said attorney's fee shall be in the sum of \$500.00

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands the day and year first above written.

Signed and delivered in the presence of

Frederick Huster
Nancy Huster

STATE OF OKLAHOMA, KAY, COUNTY, SS.

Before me, the undersigned a Notary Public, in and for said County and State, on this 6th day of January 1930 personally appeared Frederick Huster and Nancy Huster, his wife to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

In testimony whereof, I have hereunto set my hand and official seal the day and year above written.

Legal Seal

My commission expires
1-1-30

Laura L. Tate Notary Public

Recorded January 9, 1930 A. D. at 8:35 A. M.

Eric C. Armstrong Register of Deeds

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