

STATE OF KANSAS,
FRANKLIN COUNTY, SS.

BE IT REMEMBERED, That on this 30th day of January A. D. 1931 before me a Notary Public in and for said County and State came Gover C. Clark and wife (Viva M. Clark) 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 subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

H. H. Hayes Notary Public

Commission expires 3/18/33

Recorded Jan. 31 A. D. 1931 at 10:05 A. M.

Chas. E. Armstrong Register of Deeds

Reg. No. 1124
Fee Paid \$2.00

MORTGAGE

THIS MORTGAGE, made this Tenth day of January in the year of Our Lord One Thousand Nine Hundred and thirty one by and between Willoughby F. Ellsworth and Lucile Rarig Ellsworth his wife of the County of Douglas and State of Kansas, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation, organized and existing under the laws of the State of New York having its principal office in the Borough of Manhattan, of the City of New York, party of the second part:

WITNESSETH, That said parties of the first part, for and in consideration of Twenty Eight Hundred Dollars (\$2800.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns forever, all of the following described tract, piece and parcel of land and improvements thereon including all heating lighting, plumbing and water supply apparatus and fixtures, and door and window screens, and all elevators and sprinkling systems and awnings, now or that may hereafter be placed in and upon said premises, lying and situated in the County of Douglas and State of Kansas to-wit:

Lot Seven (7) in Block Six (6) in Haskell Place, an addition to the City of Lawrence. TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said party of the second part has executed and delivered to the said Willoughby F. Ellsworth its certain policy of life insurance, bearing registered date February 1, 1931 and numbered HPS 334 370 agreeing to pay to the beneficiary therein named upon receipt of due proof of the death of the insured Willoughby F. Ellsworth provided premiums have been duly paid and said policy be then in force and be then surrendered properly released, the sum of Twenty Eight Hundred (\$2800.00) Dollars in accordance with the terms and conditions of said policy, and

WHEREAS, said Willoughby F. Ellsworth and Lucile Rarig Ellsworth have also borrowed from the said party of the second part the sum of Twenty Eight Hundred (\$2800) Dollars gold coin of the United States of America of the present standard of weight and fineness secured to be paid, together with the premiums on said policy of insurance by a certain Note or Obligation, bearing even date herewith, promising the payment thereof, at the principal office of the said party of the second part in the City of New York, in one hundred and twenty equal monthly instalments, in advance, on the first day of each successive calendar month commencing on the first day of February, 1931 each of the sum of Forty and forty five hundredths (\$40.45) Dollars each such instalment, except the first which does not include interest including:

- (a) A payment on account of the principal of said loan.
- (b) Interest at the rate of six per centum per annum, duly discounted, on the monthly decreasing balance of said principal sum which will remain unpaid on said loan after the payment of each of the said monthly instalments; and
- (c) The monthly premium on said policy of life insurance computed at the said party of the second part's adopted rates for fractional premiums.

And until the date on which the regular monthly instalments begin to be payable promising further the payment of the interest on said principal sum and the monthly premiums on said policy of life insurance in thirty-five monthly instalments of \$-----each commencing on the first day of ----- 19-- and one month's interest in the sum of \$-----on the first day of -----19-- with the first regular monthly instalment which does not include interest.

It being in said note expressly agreed that the whole of said principal sum, or the balance thereof from time to time outstanding, shall become due after default in the payment of any one of said instalments, or of the taxes, assessments or water rates as thereafter provided, anything therein contained to the contrary notwithstanding.

WHEREAS, said parties of the first part do for their heirs, representatives, vendees and assigns, the owners of said lands, hereby expressly covenant, agree, and stipulate to and with said other party to this instrument, and its successors vendees and assigns:

FIRST. That the lien created by this instrument is a first and prior lien and encumbrance on the above described land and improvements;

SECOND. To pay the indebtedness as hereinbefore provided, and until the same be fully paid, to keep said policy of life insurance in full force and effect;

THIRD. To procure and maintain policies of fire and if required tornado insurance on the building erected and to be erected upon the above described premises in some responsible company or companies to the satisfaction of the party of the second part, to the amount of \$5000 Fire Insurance and \$5000 Tornado Dollars, less, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof, all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged building as the mortgagee may elect; and in the event of foreclosure hereunder with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies;

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