

State of Kansas }
Douglas County, } SS:

BE IT REMEMBERED, That on this 28th day of November A. D. 1932 before me, the undersigned, a Notary Public, in and for said County and State, came C. E. Holcombe as Vice-President and W. O. Gibbon as Cashier of the Peoples State Bank, Baldwin, Kansas to me personally known to be the same persons who executed the foregoing 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 on the day and year last above written.

Legal Seal
My Commission Expires Apr. 7, 1933

Chas. E. Beeks
Notary Public

Recorded Dec. 3rd, A. D. 1932 at 11:00 A. M.

E. C. [Signature] Register of Deeds

KANSAS MORTGAGE

THIS MORTGAGE, made this twenty-ninth day of November, in the year of Our Lord One Thousand Nine Hundred and thirty-two by and between Ralph R. Howard and F. Fay Howard, 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 Thirty Five Hundred (\$3500.00) 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, place 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 Six (6) in Block Fourteen (14) in Lane Place Addition, 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 Ralph R. Howard and F. Fay Howard his wife its certain policy of life insurance, bearing registered date December 1, 1932 and numbered 8 965 314 agreeing to pay to the beneficiary therein named upon receipt of due proof of the death of the insured Ralph R. Howard provided premiums have been duly paid and said policy be then in force and be then surrendered properly released, the sum of Thirty Five Hundred (\$3500.00) DOLLARS, in accordance with the terms and conditions of said policy, and

WHEREAS, said Ralph R. Howard and F. Fay Howard his wife have also borrowed from the said party of the second part the sum of Thirty Five Hundred (\$3500.00) 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 December, 1932, each of the sum of Fifty and 81/100 (\$50.81) 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 hereinafter provided, anything therein contained to the contrary notwithstanding.

WHEREAS, said parties of the first part do for their heirs, representatives, vendees and assigns, the owner 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 buildings 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 \$4,500 Fire and \$4,500 Tornado DOLLARS, loss, 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

Reg. No. 2018
Fee Paid \$2.25

For Release, except Page

to apply
the damag
to assign
FOUR
at the op
water rat
building
FIFT
and Defen
successor
SIXT
to commit
hereby co
SEVE
by law up
second pa
such tax,
to said p
a lien on
amount her
due and p
EIGH
Kansas, do
any way th
or the man
mortgage
to the own
notice be
days:
WITNE
forthwith
or if the
TENTH
premiums
Now,
agreement
But
part, or
thereof, a
judgment
in the pr
amm, the
bond.
If de
when due,
basis for
in said re
the option
become due
ments here
to a judgm
and all co
said premi
premises o
then, at w
and all be
said parti
In ca
or of the
officer for
evidence o
IN WIT
year first

STATE OF K
COUNTY OF
BE IT
me, the un
Howard his
executed t
voluntary
IN WIT
and year 1
Legal Seal
My term ex

Recorded D