

or sums of money, or any part thereof, or any interest thereon is not paid when the same is due, and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof, are not paid when the same are by law made due and payable, and, if parties of the first part shall fail to keep the improvements on said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies of insurance in such form and in such companies that shall be acceptable and satisfactory to THE ASTMA BUILDING AND LOAN ASSOCIATION, then the whole of said sum, and sums, and interest thereon, shall, by these presents, become due and payable, without notice, at the option of the legal holder hereof.

This mortgage is given in reference mortgage dated October 22, 1933, in the sum of thirty-six thousand nine hundred dollars (\$36,900.), given by SOLON TRACHER EMERY and GLADYS EMERY, his wife, to THE ASTMA BUILDING AND LOAN ASSOCIATION, and for an additional sum of FIFTY-FIVE HUNDRED DOLLARS (\$5500.).

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

Marguerite Swartz  
Charles C. Swartz  
Solon Tracher Emery  
Gladys Emery

STATE OF KANSAS, COUNTY OF DOUGLAS, ss:

BE IT REMEMBERED, That on this 12 day of June, 1933, before me, the undersigned, a Notary Public in and for the county aforesaid, personally came Marguerite Swartz, wife of Charles C. Swartz, also Solon Tracher Emery & Gladys Emery his wife who are personally known to me to be the same persons who executed the foregoing instrument in writing, and said persons duly acknowledged execution of the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

Legal Seal  
My commission expires July 5, 1933

C. C. Stewart  
Notary Public.

STATE OF CONNECTICUT, )  
COUNTY OF FAIRFIELD ) ss: NORMAN

BE IT REMEMBERED, That on this 15th day of May, 1933, before me, the undersigned, a Notary Public for the State of Connecticut, personally came Charles C. Swartz, who is personally known to me to be the same person who executed the foregoing instrument in writing, and said person has duly acknowledged execution of the same as his free and voluntary act and deed for the uses and purposes therein set forth.

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

Legal Seal  
My commission expires Feb'y 1937

Sara E. Lane  
Notary Public

Recorded June 15, A. D. 1933 at 2:30 P. M.

David C. Donahue - Registrar of Deeds

## NOTICE

THIS INSTRUMENT, Made this thirteenth day of June in the year of our Lord nineteen hundred thirty-three, between David Pason and Rachel Pason, his wife, of Lawrence in the County of Douglas and State of Kansas, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Lot Number Sixteen (16) on New Hampshire Street in the City of Lawrence, Kansas.

with all the appurtenances, and all the estate, title, and interest of the parties of the first part therein.

And the said David Pason and Rachel Pason, his wife, 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.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, to its officers, to the parties of the first part herein or either of them, at date hereof or from time to time, as the parties herein or either of them may now or hereinafter agree, with interest on said advancements from the date of the advancements until paid, it being the intention of the parties hereto that this mortgage shall secure any advancements made from time to time to the parties of the first part or either of them, by the party of the second part, how ever evidenced, whether by note, check, receipt, or book account, and of which is full force and effect between the parties hereto, or assigns, until all advancements made by either party are paid in full, with interest; and this covenant shall be void if such payments be made as herein specified. But if default is made in such payment, or any part thereof, or interest thereon, on the date, or if the insurance is not kept up thereon, this covenant shall become absolute, and the whole amount shall be come due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time hereafter, to sell the premises hereby granted, or any part thereof, in the

Handwritten notes and signatures on the right margin, including "By the parties of the first part" and "By the party of the second part".